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Litchfield, Conn.

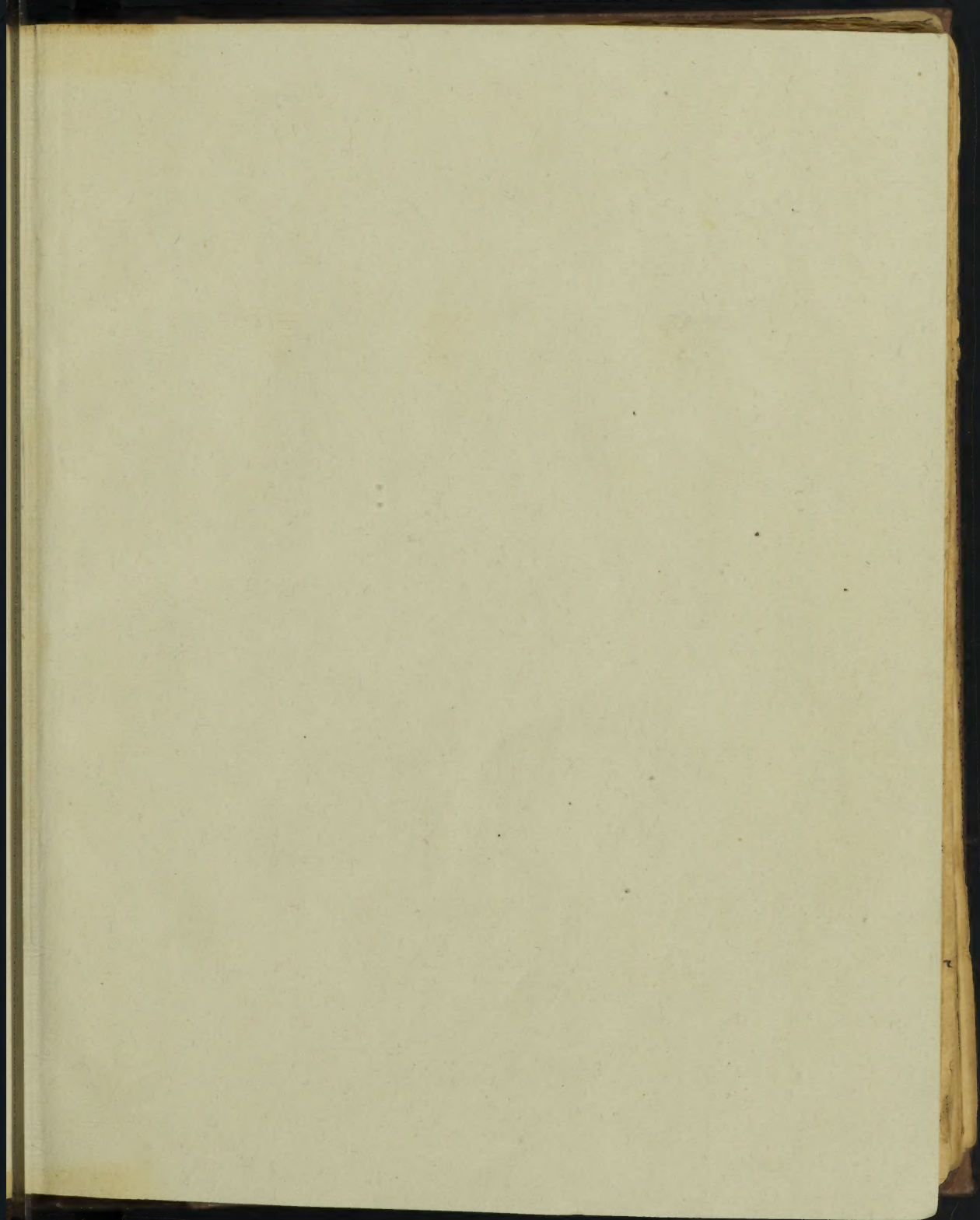
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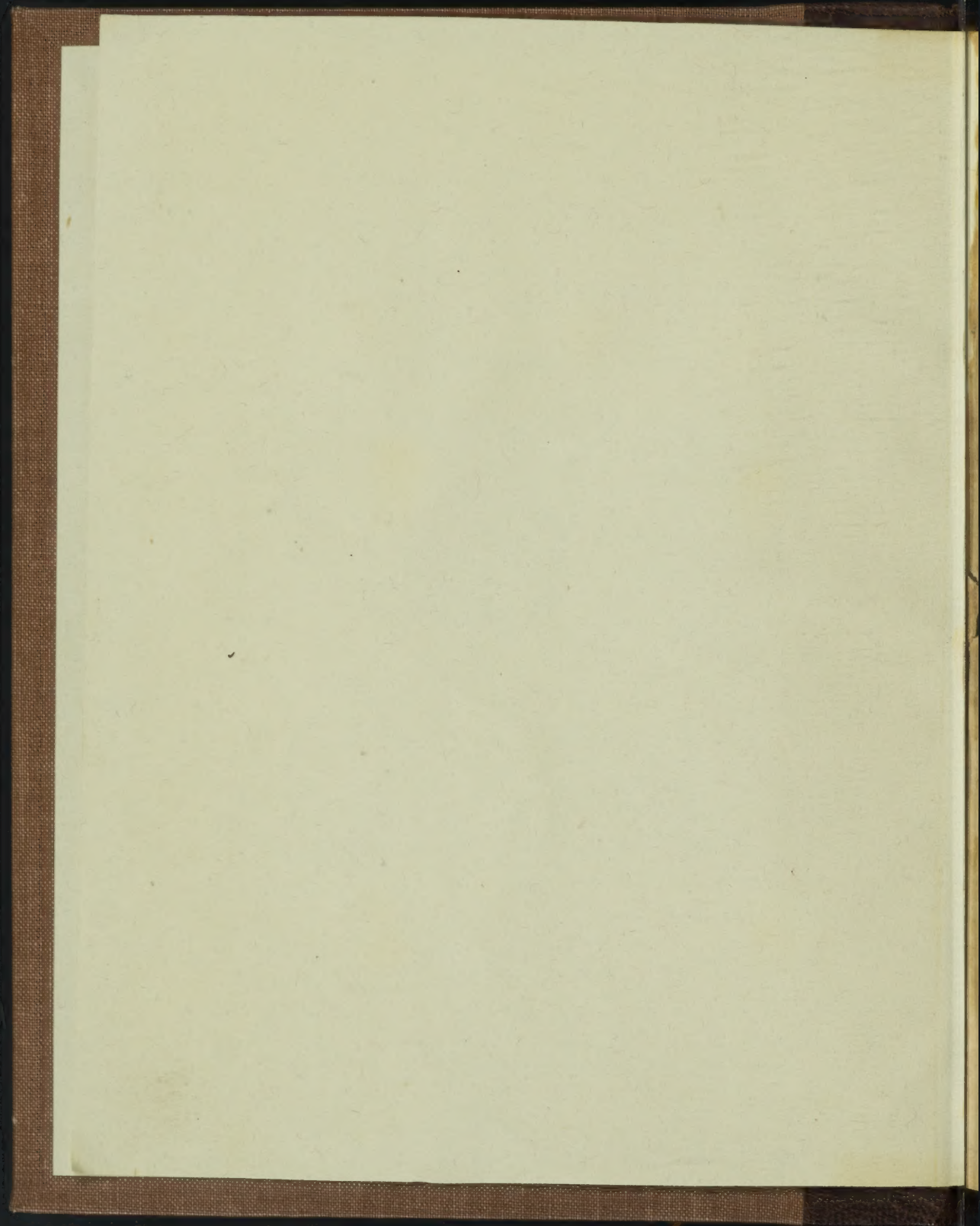


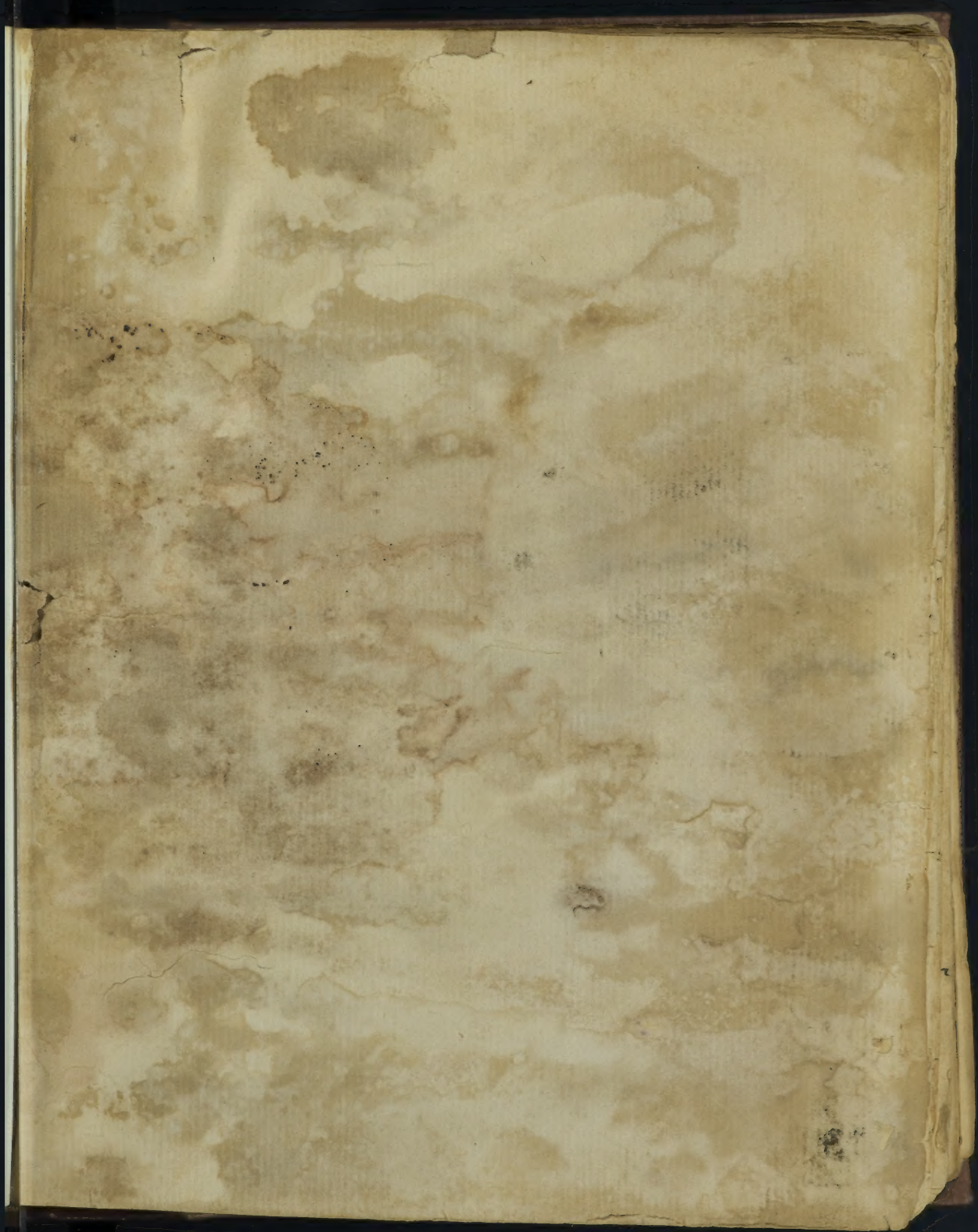
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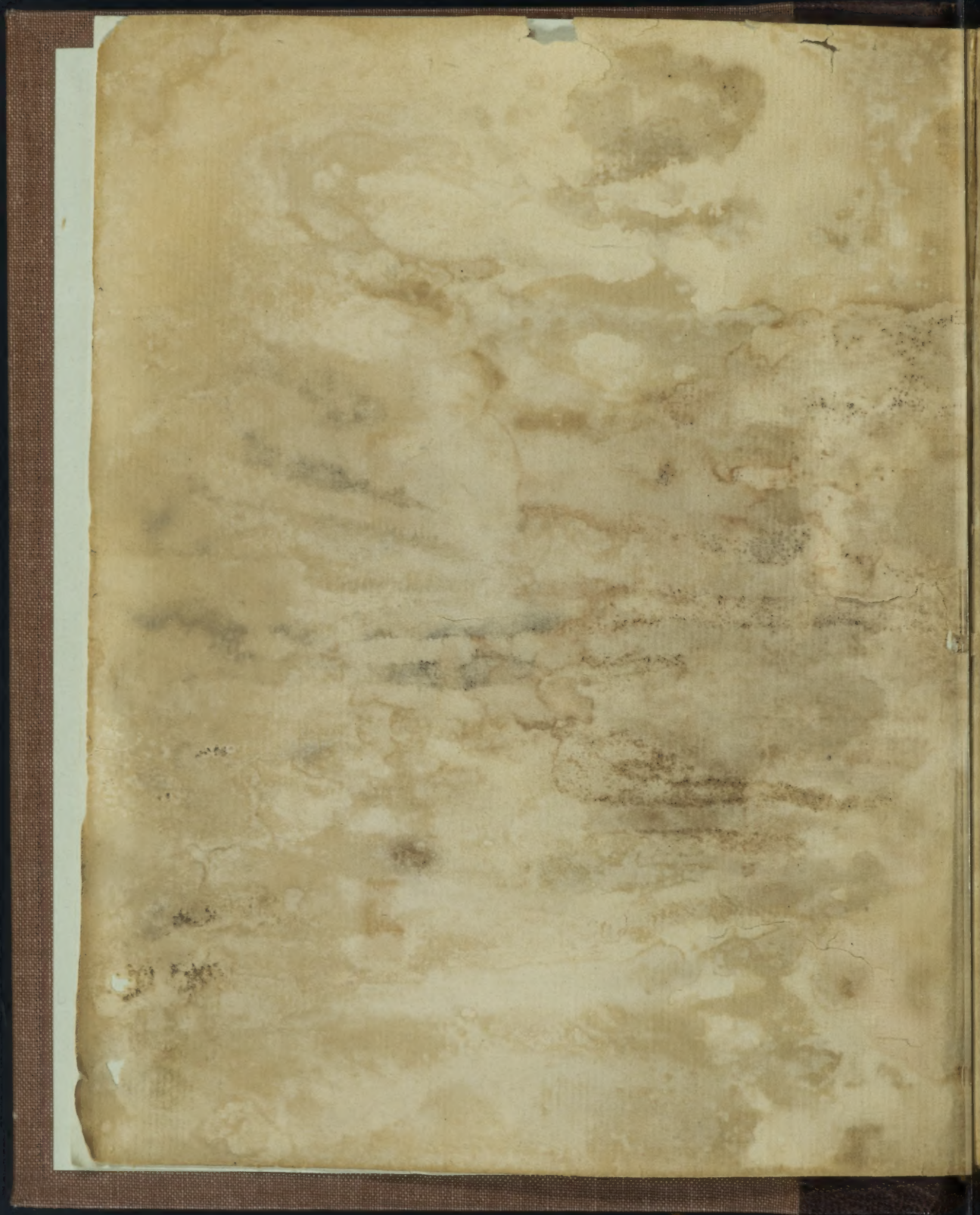
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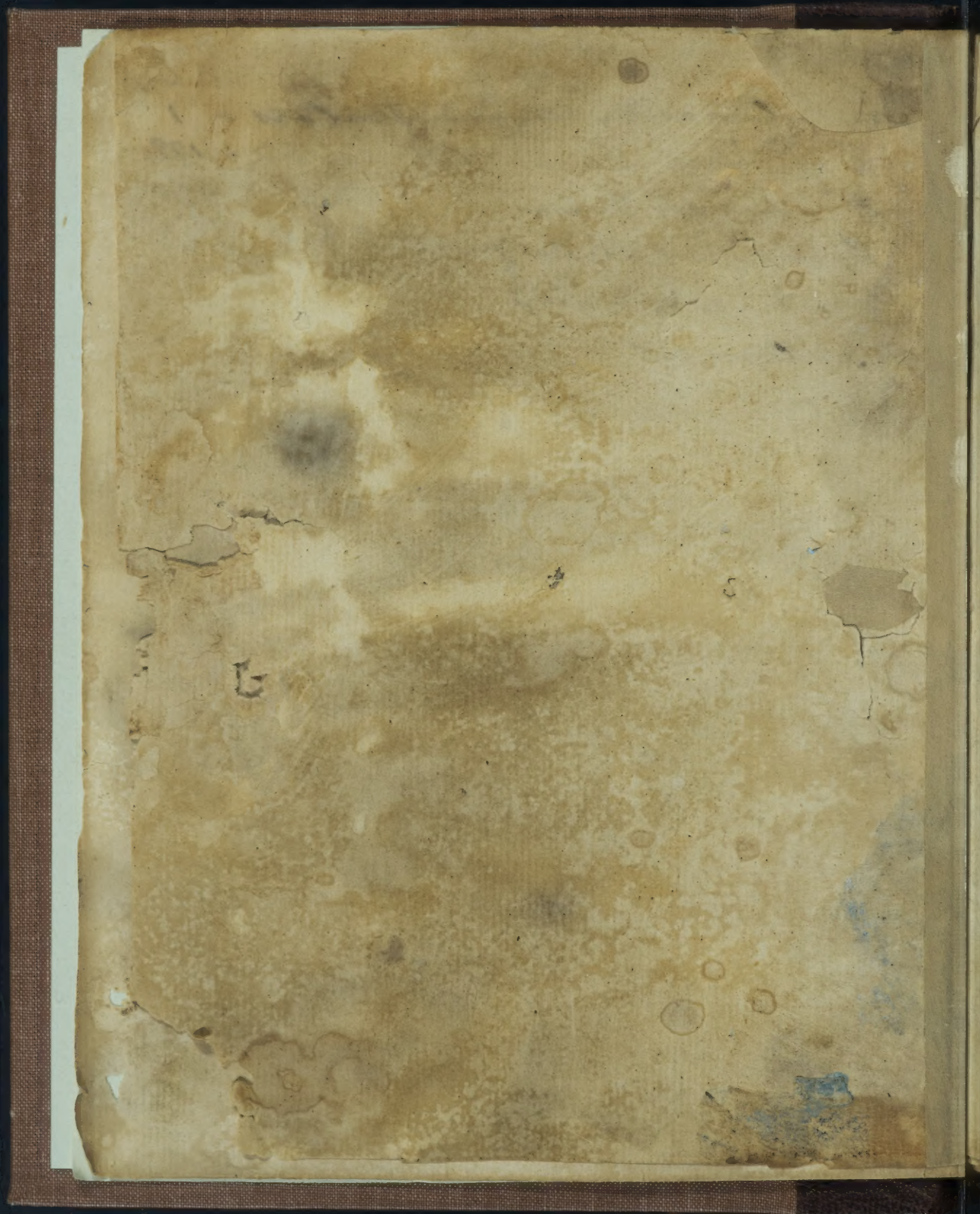
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L71

1807

v.1

3



Ex^{rs} and Adms

Ex^{rs} and Adms are the representa-
tives of deceased persons, for
certain purposes, ie as to their
personal Estate, and as to their
duties which affect their person-
al estate. Com 139 Co Litt 209^a
2 Bae 439 3 Do 18.

An Ex^r is a Representative ^{but not} appointed by the last will of
the deceased - his duty as Ex^r is
to execute the last will 2 BE 503
To make an Ex^r is not necessary
that the word Ex^r be used.
it is sufficient if the decedent inten-
tion to make such a person
Ex^r appears Love 1177 2 BE 503
Goodlet 82 - Dyce 90 -

~~Q. 18~~ The appointment of Exr is necessary
to the existence of a will
2 A 2503. How 281 Co Litt 111

A disposition of personal prop^y
in contemplation of death, not
containing an appointment of
an Exr is called a testament.

3 Bar 460 Goelof 271 Pow 254

In such case an Exr cum testamentis
annexo is to be appointed by the
Court. 2 Bar 392 Lovel 2

So there may be a will without
a testament, and vice versa
naming an Exr is by implica-
tion a gift of all the decedent's goods
to him, he being bound to pay
the debts, so naming an Exr makes
a will. 2 Bar 392 off Ex 31

Exes and Adms 9

At Com Law. a testamentary
disposition of lands has
called a will, But since
the Statute of devises they
are not so called, 5 Br 197.

An Adm. is a representative
appointed by Law, 2 BC 496
1 Com 257.

An Adm. is to be appointed
in case of intestacy, and in
case an Ex. cannot or will not
act - 2 BC 595

Exs & Adms are considered
in charge as trustees to those
who are entitled to the effects
of the decedent. Hence the juris-
diction of Chancery in case of

4
Ex 1 And Adms
more personally between Ex 4
and Adms & next of kin and
legatees &c. 2 BC 381 3 Atk 52 5
3 Bar 28

The heir is the person appointed
by the law to succeed to real
estate on the death of the
ancestor 2 BC 201.

Devisee is the person entitled to
real property by the appointment
of the person deceased. 3 Bar 455

Legatee is a person entitled to
personal property by testa men-
tary appointment 2 BC 512

The power of Ex 1 over personal
property is merely that of

Ex & Admors

5

trustees except so far as they are
entitled to it as residuary legatees.
In Reg. Ex & Ad. as much 'have not
any power over that estate for
originally this was not testamen-
tary. 2 Bar 392 - Off. Ex & Ad. Lovell 21 -

Ex may be trustees of real estate
by express appointment as well
as any other persons - So if lands
are devised for payment of debts
and no trustee is appointed they
consider Ex as trustee for
that purpose - But Admors
is in no case so considered.

Atk 420 - Pow 299 - Lev 304

In Conn it has been said that
the Ex represents the deceased.

6th Exs and Adms

both as to his real and personal property - but this is not correct, this seems to have arisen from him not being liable as such to pay ancestors debts, and from the real property being liable the same as personal for all the debts - Exs and Adms have neither the ius ad rem nor the ius in re - they are not even the trustees of the real estate tho the intermeddling with the real estate does not make them Exs de son tort Root 104

They may have power granted them by probate to sell the real estate and so may any stranger

On the decedent's death the
title to real estate vests im-
mediately in the heir - The
title must either be in the heir
or Ex^r, but it has often been
decided that it is not an Ex^r
for he can't maintain quiet or
help - the heir must do it tho
he must account with the
Ex^r for whatever he recovers
This is the case even with
unsolvent estates - The heir
may therefore recover the land
immediately and still probate
order a sale of it afterwards

The question is whether Ex^r 1798

I deed of land sold under a power
from probate and signed by him
as Ex^r and in which he is

68 General Address

not required as such nor the
power conferred upon. does not
imply the interest: such clause
appears in Act was rejected

Amend to Article 3 C. 1862

How 525 & Bar 487 - 492
But such omission will be allow-
ed as it in Law of Root 109

A Lytle receives his share the
the Ex - & Diverse receives his
Diverse without the intervention
tion of the Ex - & And the same
rule holds in. Comm which
could not be if the Ex - had
any authority over the real
estate - In Comm all the property
is liable for all the debts but
in Ex - land is not liable to the

2nd and 3rd 77

9

Contract with John G. J.

40
~~40~~

378 243. 3 5430

It is to be seen on rather small
that the contract 2nd is a copy of
a document which bound and estate
from the first day of the term in
which deed was signed and goods and
chattels from the date of the 12th
Nov. by 29th Dec 2nd. This binds
the land as if bona fide
purchasers. and from the date on
which deed is signed, and goods
only from the delivery of the 12th
to the officer. 3. 3. 420

According to the old law property
bound land in the hands of
the heir from the time of the
purchase of the original writ. 3. Dec 26

17

Real and Personal

Specialty creditors means resort
 can be made not on personal
 estate and if they come upon the
 personal and it is not sufficient
 to discharge all the debts the same
 the contract creditors are liable
 to lose all their demands as the
 case may be as they can not resort
 to the land. *Lord 93. 3 BC 438*
2 BC 377.

But in the last case Ch. will
 relieve the simple contract cred-
 itors by listing them in upon
 the real estate for so much as
 the specialty creditors have taken
 of the personal estate. *Pow. 1187*
2 Atk 38-4. 3. Ca. ch. 44

Q^{ues} And Adm.

11

Chamf affords this relief by acting
as sale of the real prop^y in the
hands of the heir. Chamf will
interpose in the same way for ex-
-atues when the fund out of which
their legacies were to be paid has
been taken to pay special debts
Salk 116.

If the assets of the sale are insuff-
-ficient an average is made
But the ^{testator's} has adopted these Chamf
rules, the one plain simple contract
creditors on the same footing with
the real creditors as to all the
real estate —

If creditors in equal degree be who
first appears, right up to the Q^{ues} & R^{es}
is entitled to his whole demand
even to the exclusion of the rest

12. Real and Adm.

3d. 401 - in law as to in
several estates has adopted a
different rule - and in Eq. if
one of the creditors has commen-
ced his suit in law or brot a bill
in Chan^y the Ex^r can't defeat
his claim by voluntarily paying
the other. Call 217. Bro. S. C. 257.

In law if land is devised ^{to the Ex^r} for the
payment of debts he cannot be
sued at law by a creditor as hav-
ing assets. Com 401 - 2 P. 416.

2 ver 195. Rule 92 c -

Nor can he be compelled at law
to make sale of the land, it not
being legal assets - But Chan^y will
compel a sale when land is devised

Ex and Adms

19

for that purpose, the name
named as trustee, a trustee will
be appointed for that purpose

Attk L20. 2 12 13

There are several kinds of debts,
such as such as descend to the
heir and make him liable for
such debts of the ancestor as
bind the heir as personalties
L20. 2 12 13

Mod 254 232 214 10

Personal debts are such of the
deceased, property as come to
the hands of the Ex or Adms
and such and make him liable
to creditors and legatees

Cowp 399. 232 10

Again debts are legal or equi-
table -

Pers And Adms

Legal are such as go in ^{a course of} adm-
-istration, according to the order
of priority of debts -

Equitable are such as are distri-
buted among all the creditors
pro rata. Pow M 125 - Pl 430
2 HB 412 Pl Ch 7 179 - 3 Pl 341 -

An Eqty of Redemption of a mor-
tgage in fee is equitable as to the
fee at least the whole estate is
forfeited. Pow M 124. 2 Ver 61
2 Atk 294 - 3 Pl 341 -

And an Eqty of Redemp of any
estate whether a fee or not
is equitable as to the fee - but in case
of a Mortgage in fee the m-or has

Eq^y and Adams 15

no other than an equitable interest because there is no reversion —

But if lands in fee simple be mortgaged for years the reversion in the mortgagor is legal assets and creditors may have judgment against the heir quando acciderunt so that execution will be stayed until the reversion comes into possession. Dow 125
per 410 Salk 954, 20th 191

In Common an Equity of Redemption is legal assets —

A reversion expectant on the determination of an estate tail is no assets — 3 P. W. 235 Per 443
2 P. W. 416. note

Whether lands devised to be sold for the payment of debts, or charged

16. Ex. and Admors

we have the payment of debts, or
to answer any other purposes are
to be a legal apptl. the
Auths are not agreed 2 PM 415

According to most of the old Auths
money arising from the sale of
lands devised for the above pur-
poses is legal apptl. on the
principle that whatever comes
to the hands of an Ex. as
such is legal apptl. See 224

Herd 405. over 53-220. 248. 465
2 PM. 552-415. Auth 420.

But the modern Auths. consider
only the Ex. as trustee as to the
land ordered to be sold. and as it
is the prerogative of chancery to
compel the execution of all

Cess and Admors 19

trusts, such assets are then
considered to be equitable.

Smith 1952 ver 133 2d 556

2 Bos 50 - Bro Ch 7 135 - 146 - 147 148

The rule seems now to be settled
that they are equitable assets

2 D W 415 -

But it has been held that
lands descending to the heir tho
charged with the payment of
debts are legal and not equitable
assets. Bowm 181 - 2 Atk 298

The statute against fraudulent devi-
ses, has given the creditor
an action of debt against the
heir at law of the obligor, in a
case coming within that statute

3 Bos 27 -

Money arising from the sale of lands
under a power to sell for

18. And Adms
if payment of debts &c. is legal
app. because an interest in
the land does not pass in such
case. The descent is not broken
the land descends to the heir.

Atk 484 - P. 430 - 3 Atk 630

But this distinction is exploded
or rather evaded by D. Turner
who held that the descent was
broken by a power to sell.

And Ch. 135 - 137 - 145. note
Lands descending to the heir
are to be applied to the payment
of debts before lands specifically
divided can be taken - But where
lands are devised for the express
purpose of paying debts this
rule does not hold. 3 Atk 555

Ex et Adm Admors 19

There is no priority of debts existing in our law except what flows from the cause or consideration of the debt or from the prerogative of the creditor - as in case of insolvent estates the funeral charges are to be first paid, debts for last sickness, and dues to the state.

Stat Conn 170 - the remainder is divided pro rata.

If testator charges debts upon the heir and the creditor resorts to the personal funds, the Exr may come upon the heir for the amount.

The testator's intention is to govern in these cases. B. B. C. 420

In Conn the Exr can't oblige the creditor to receive land in payment tho the land is a fund for the debt. Stat 95

20

Qrs and Adams

The testator is only liable for the c.
and debts & assets received by descent
and the heirs may sue him or
the c. 30 Bar 25 Plow 441

2 Co 12 - Cas, 8, 50 3 Lev. 83

If the creditor moves judgment against
both Qrs and him and obtains
satisfaction from one, the other
may be relieved by an audit to
querele - 2 Lev 300. 305. 2 Danc

Qrs and Adams are bound by
the contracts of the decedent so
far as they have assets tho
not named in the contract
except where from the nature
of the contract the testator alone
must perform if it is performed
at all - 2 Bar 443. Off 117. 2 Co 137

Exrs and Admors 21

The heir however is not bound
in a contract by his ancestors
unless named. 2 Bl 157 418
3 Bar 29 - Mon 460 60

Under the feudal law land was never
itself liable for debts therefore the
heir was not bound unless named
2 Bar 328. 2 Role 472

Originally the debtor's body was
not liable for debts. 2 Bar 329.

In an action against the heir
you must allege and prove
that the ancestor bound him
Robt. on feo. 206. Land 136

And when the heir is bound
his body is not liable. Ex. pors
out of the land only -

Just 103-290 2 Bar 81 -

The land is appraised to the

22. 2d And Allmes

cre. for not in her but all out
of the lands and profits he shall
satisfy his debt. How 439 -

This is the only instance where
land could be taken in by re. bound
ed on personal actions of Com. Can.
at the ^{inst. of the subject} 2 Bar 328 - 8 Co 12 -

Lands of a debtor while in his own
hands were first made liable
to creditors by the Stat 4. m. 2^d
18 Edw. II. by the writ of elegit -

The same year the Statute de
mercatoribus was passed enabling
a debtor to pledge his lands. &c.
a conveyance in nature of a
vicum vadum 2 Bar 350

The body of a debtor was first subjec-
ted to ven. for debt by Stat 2. Ric. 1

Ex and Adams

20

Ex and Adams are not on the
contracts of the dice and in the detinent
only, because they are held only
in respect of the profits which they
hold for others, and not in their own
right. 2 Bar 443 8 Co 159 Sed 379

Charging in the detinent and debt
is now cured by verdict by Statute
(2 Bar 443)

In some cases however the Ex may
be liable in his own person as
for the increase of profits to which
in he has own right. So he may
be liable for rent of a house after
his death. 10 E 11, 7 Mod 556.

Ex 411 Cr C 225 10 All 297.

He may be charged in debt for a
debt to him, after his death as Ex
to his executor, for he shall not

243. P. and Adams

be in debt to out on more
see case 1 Bar 444. Sed 298. No 82
1815 321 - - 106 608

An heir must be sued in the debt
and debtors because he has estate
in his own right and the debt de
scends with the land, the shar
ing him in the debt out will
be cured by verdict by stat of Car

1 Bar 29. 5 C. 36. How 144
1 Bar 444 - Lev 130 - 107 12

It may be the heir could defeat
the creditors by aliening the land
before action brot. but if he alien
after writ purchased or bill filed
they were liable in the hands of
the alienor, Judgt has relation to
the time of purchasing the original
writ or filing the bill 1 Bar 26. No 132

Ex 2d Prin Re 1881 25.

But now to start 246. The rule is
the lien in case of such a sale is a
lien before action brought by the
in his own person to the effect
of the land sold, but the land is
not liable in the hands of a bona
fide purchaser - If the lien claims
after action brought it seems the rule
is as it was at com. law. 2 Bar 26

2 Bar 149 - 2 Bar 777.

A debtor cannot bind his land
where he is not himself bound

2 Bar 463 - Cro 232 - 9th Ed 199 -

Bar 1383 - 5th Ed 483 - 485 -

Formerly lands devised were not liable
in the hands of devisee, to be taken for
bond creditors - the creditors had no
remedy at law or equity - 2 Bar 149

2 Bar 278 - 3 Bar 430 -

26th Dec. and it does

now by stat 384. M & M. a
devise of lands is void as to bond
creditors and such creditor may
have writ against the heir and the
issue jointly. 3 Bar 27. Eq. ca ab 825

Exp 248. Bow M. 399. 2 Atk 433

But a devise for payment of debts
or raising portions for younger
children is not within the stat.
and bond creditors cannot defeat
them - they are to be paid from
paper only. 3 Bar 28. PM 430 -
3 Atk 530

The heir of an heir is liable for
the bond debts of the latter an-
cestor - but he can be liable no far-
ther than the first heir had
assets, nor any further than he
had assets himself from the first heir

Exr and admr

29

3 Bar 28. 2 Ch ca 175 - ver 1 -
Dory 511

The Exr or admr. of an heir is
not liable for the bond debts of
his ancestor, for the heir himself
is only liable in respect to the
real assets which he inherits
But he said that if the heir alien
the land to defeat creditors, Chng^y
will follow the money into the
hands of the Exr or Heir. 2 Bar 396

Ch ca 57. 3 Bar 28. 2 ver 62 -

An heir as such is not liable
in Comm to pay any of the
debts of his ancestor - but if
no remedy can be had agst the Exr -
the heir may be liable in Chng^y.
on the principle that Chng^y will
follow the assets wherever they are

If an infant in ventre sa
appointed an Ex^r and
is delivered of two or more
an all Ex^{rs}. Godol 102. Off. 213

But an infant cannot act as
Ex^r till he is 17 - and untill
he arrives at this age an ad^{mn}
durante minoritate is appointed

3 Bar 121. 2 Bar 381. 5 Co 29,

Regularly the acts of an Ex^r under
17. are not binding. tho it has
been held that he may sell goods
to pay debts under 17 - and if an
infant after 17. appoints to a legacy
he will not be bound if there are
not assets enough to pay debts -
while under 17. he cant sell houses
for years even to pay debts -

3 Bar 377. 5 Co 29. Chm Ca 257. Role 730.

Pro C 254 - 2 Bl 503. Dougl 155.

30th Exr and Admr

An Exr of the age of 17. is
bound to act as Exr if done
according to his office and duty of an
Exr. 2 Bar 377. off Ex 209-215 Co 690

But if he does an act to his private
dile he is not bound. as if he give
a release without payment or
assents to a legacy when he has
not assents to pay debts. These acts
are not done according to his office
and duty. 2 Bar 378. Co Litt 172

Com 249 - Mo 165 - 5 Co 27^c

An Exr cannot commit a devised
-tavit till 21 - therefore if a bond
is forfeited and the Defant receives
the principal only and releases -
this is no bar to an action at law

Real and Adm

31

for the Realty. ver 328 676

2 Bar 378 20

An infant & the 14 years of age
when such must appear by Guar-
dians, you can be made an atty.

2 Bar 378 3 Bar 150; Rolle 287

20 of 150 Cro 620 20, 644

But if an infant & a man as
by atty. and never is facty
it is not enormous, for he sues
in an autre droit. and the facty
is for his benefit 3 Bar 150 -

If an infant adm sues by atty.
and recovers his said to be enormous

I know not wherefore unless because
he can't act till 21 - But 180 -

Cro 641 Rolle 288

If an infant and an adult are
co exrs. they may appoint an
att. - the adults appointment

92 2d and 3d ms

will answer for both. But if
they are not kept & must go
then the guardian for infant Duff may
be made liable by not pleading the
costs, de bonis propriis, for which
he has no remedy at all. But
if Guardian he has - but if
Officer not liable for costs 2 Bar 57

Role 283. Cro C 373. Lang 126. Under
to Ray 232 600. 1849. The 781.

But our Stat an infant may make
bills and therefore may be liable
for - and in another Stat. even he
must give bonds, and as an infant
can give bonds, he can act till
21 — Stat Comm 1083

By the Canon Law a female Prior
may be Exr - she is considered as
a feme sole as to all acts and duties
relating to her office. 2 Bar 57

But by the Com Law a

can not be Ex^r without
Husb consent 2 Bar 8, 205

Nor can the wife be compelled to
act as Ex^r against her own con-
sent. tho if the Husb actually
administers she will be bound
by his acts. and if sued during
Coverture she can plead excuse
and Ex^r Gode 109. 2 Bar 8 p 8

Or if she administers without
his consent and an action
is brot agst them they can
plead excuse Ex^r Gode 110

If a person sole is named Ex^r and
manages before she intermeddles
with the estate, and then the Husb
administers. it is such an acceptance

34th Ex. And Adms

as bequeathed her 2 Bar 278 Godol. 110

A person is not Ex^r if it is said with-
out the test. consent ^{may} make a
will in such of the testator's goods
as she has not administered

2 Bar 278 off Ex 193 2 Bar 49 Godol. 110

The King may be Ex^r and may
nominate others to take upon them
the execution of the trust. Com 275
4 Inst 335

Corporations aggregate can't be
Ex^{rs} because they can't take the
oath of probate to prove the will.

Lo Ray 303 2 Bar 375

According to the civil law apostates
traitors, felons, outlaws &c may be

Ex^{rs} Godol 85 2 Bar 275

But by the com law no person is
disqualified by public offences

Ex² and Adams

357

from being ex² because they
claim and sue in such suit
But they cannot make ex² for
their goods are forfeited 114128
see 1849. 2 Bac 27

Communicated persons cannot
be Ex² and this is the only dis-
qualification arising ex² delicto at
Common Law Co Litt 134 -

There are no disqualification in
Common arising ex² delicto -

By the Common Law an alien can
be Ex² - but by the civil law he
cannot except in case of military
testaments which are governed
by the jus gentium Godol 85

It seems questionable whether an
alien enemy can maintain an
action as Ex² 2 Bac 375. CroE 112
583. m. 431 - Skin 370.

Idiot and lunatics cannot be Ex²
2 Bac 375 Godol 85

36 Exr and Adms

In Con. all Exrs must give bond
for faithful discharge of their
duty as Exrs - therefore if an Exr
cannot get sufficient bail he cannot
act as Exr - But in Eng no bond
man is required, therefore a persons
circumstances can never prevent
his being Exr. Hal Com 157 &

2 Bar 375. Salk 38-299-Cont 457

But Ch. J considers Exr as trustee
and will compel him like all
other trustees to give security if
his circumstances require it.

How 294 2 Bar 377. Cont 458 &

Ch. J cas 120 -

And on a suggestion of involun-
cy in the Exr Ch. J will order
a debtor not to pay the Exr pender
to title - Ch. J cas 75

Executors and Administrators 39

Who may be Administrators

All persons may be administrators who are not disqualified by law -

A person can't be executor till 21, because he can't give bonds to the ordinary as the law requires 3 Bar 121 2 Do 382 -

The right to administer may devolve on an infant as next of kin but he can't act till 21 - 5 Co 29

No person is Administrator till letters are granted, and letters cannot be granted to an infant. 2 Bar 381

A female Court doct^{or} may be Administrator for she may be entitled as next of kin - And if a female sole Administrator marries she will be liable during coverture for acts done before marriage even to a Devastavit. Bar 198
5 Bar 413 Cro C 503 208-227-458

38. Exr and admors

At law the Husband in the last case
is bound during Court only but
in Chancery, creditors may ^{follow} the
assets into the hands of the
Husband after the wife's death.

See 293 Chancery Ca 80 ver 309
2 Do 51 - 118 - and also into the
hands of his Exr ver 309 -

Corporations sole may be admors
the Corporations aggregate cannot
because they can't take the oath
Excommunicated persons can't
be admors - ^{but} ~~may~~ ~~can~~ an outlaw
a felon ^{and} ~~may~~ a person attainted
may be admors - and so may an
alien - on the same principle
that he can be Exr - but quere
whether an alien enemy can
maintain an action. Fla Com 153
2 Bar 275 ver 184. Cro Eliz 2. 653

Ex^rs and Adms 39.

Vol^{ts} and Curators can be
Adms 2 Dec 1750. G. 80
Begin of Adms and the per
Lords entitled -

Some say that the admⁿ of
intestates goods belonged originally
to the spiritual Courts. Others
that the King was entitled to
seize the goods of all intestates
as franchises patrimonies and quintines
and to dispose of them - Selden
says the care and disposal
of intestates goods belonged to
his lord - The jurisdiction
of Curators in testamentary
and in matters of Adms is
said to have commenced in
the time of Rich 2nd - Afterwards
it seems that the crown invested
the Prelates with this branch

4th Ex is also a donor
of the legate. except so far as it
had been previously granted
to laymen as franchises

2 BC 494 9 Co 37. 2 Bar 397

The bishops in exercising this authority
disposed of the goods in pious uses or
he broke his trust - This power of
the ordinary drew after it the
probate of wills: 2 BC 294. Nov 1777

The ordinaries not being accountable
to any one, did as he pleased with what
remained after deduction the ra-
tionabilis partus i.e. $\frac{2}{3}$ which belong-
ed to the widow and children,
for during the early periods of the
feudal system a man having a
wife and children could by bequest
only $\frac{1}{3}$ of his chattels and a donor
extended to no more - If he had
no wife or no children he was at his
disposal - if neither wife nor child

2^d and Admrs

41.

He could dispose of the whole
and Admrs was co-extensive with
his right of disposal - An ordinary
was not bound to pay even the
debts of the intestate - but if a will
was made the ex^r was bound
to pay debts to the extent of assets

2 B.C. 491. 495. 5 A.B. 122. Bay 497

Under the law stood that the
ordinary disposed of the goods of
the intestate in person - 2 B.C. 496

The first check given to the power
of the ordinaries was by the Stat.

11 Geo 2^d 18 Edw 3^d which obliged
the ordinaries to pay the debts of
the deceased to the extent of assets
It gave Creditors an action agt
them - This Stat is said to be an
abridgement of the Com Law but
where is this Com Law to be found?

2 Bar 398. 2 B.C. 495 9 Co 39.

42nd Ex and Adms

But the ordinary was still entitled to the surplus after the debts were paid to remedy which the Act 31 Geo 3^d. was made enacting that the ordinary should appoint the next and most lawful friends of the intestate to administer and this is the origin of Adms for as long as there were no

Adms 2 BC 496 2 Bar 414, 5 Co 32^d.

Before this statute ordinaries began to appoint others to act in their stead, but these would not sue nor be sued. being mere clerks or attornies to the ordinaries.

This it enabled Adms to sue and be sued by creditors 2 Bar 413. Ins 138

Roll 906 Reg 497 -

But this it did not oblige Adms to distribute the surplus after debts were paid. 2 BC 515. Godol 253. Roll 125

Es and adms

43.

The spiritual courts in Eng have the jurisdiction of testamentary matters. They grant adms and also the revoke of wills except in certain special cases, and a will cannot be given in Evd in a Ct of Law to show title to property till it has been proved in the Ecc Courts, but not so of dureses 2 Bar 398

For 305 - 2 B.C. 494 Day 581

It has been said that the king is supreme ordinary of the Kingdom and as such may grant adms but this is now denied - But if an intestate has no heir the king may grant adms by letters patent as where a husband dies intestate without children, in such cases the king is entitled

Ex et Adm adms

to the Prop. 2 Bar 505 2 Bar 592
 2 Bar 495 Lovel 5-34

In some cases the court baron
 have a right by immemorial
 custom to grant adm^r and
 prove wills 2 Bar 402. Off 4.43

In Court granting adm^r - 2 Bar
 within the Jurisdiction of

Probate - An adm^r appointed
 in a neighboring state in which
 intestate dwelt may sue to
 recover his effects in this state
 270 E. 3^d Day 74

This is not the case in Eng

2 ves 25 2 B. & C. 4, 06. 120, 154
 677. 684. 690 3 B. & C. 1

By the Stat adm^r is to be granted
 to the next and most lawful heirs
 of the deceased - this words have
 been construed to mean next of kin

Exors and Admins

45

who are under no disability
yet it seems always to have been
held that the Husb. was en-
titled to administer on his wife's
estate under this statute and
in our case it was held that the
wife was entitled to administer
on her Husb. estate in exclusion
of her next of kin - 2 B & C 496 & 499
2 B & C 414 & 4 Co 51 - Ray 498

If there were several in equal
degree the ordinary right select
Ray 498

By St 21 Hen. 8. the ordinary right
grant to the widow or next of kin
or both or more or less as he pleas-
es - next friend and next of kin seem
to have been used as synonymous
2 B & C 496 2 B & C 414 Lord 2

56

2d and Adams

This does not give the Adm^r to the Husband as next of kin tho this has always been the practice
2 BC 504 PM 381

Adms still were not obliged to distribute the surplus to the next of kin tho there has been some controversies as to this. But now by the stat distributions 22 82. Can

2nd Adms are obliged to distribute But Husb^r Adms of their wives are by 29 Can 1 declared not to be within this stat they therefore can retain the surplus after the debts are paid 2 BC 515 SC 135

2 PM 447 Sec 233 Gadd 205

If Husb dies before adm^r his Ex^r or adm^r will be entitled to adm^r

in exclusion of the next of kin to
the wife. 2 B & C 4 Lovel 2.3 Sh 381

If a wife Ex^t dies Admin of the goods
which she had as Ex^m will not
go to her husband but to the next
of kin to ~~her~~ testator. Lovel 3.3 Sal 21

Among kin those in the nearest degree
are preferred. tho the wife for this
purpose is considered in equal degree
with the next of kin who the
near or remote Rev 190 Sh 351

Sal 36 Sh 552 2 B & C 490

Adminⁿ when granted to two or
more may always be joint and
sometimes several - Several Admin^{ns}
may always be granted of several
hearts of goods. Role 90.8 Sh 351

But of an entire thing as a bond
several Admin^{ns} cannot be granted
Lovel 4.

48 ~~83~~ Ex^{rs} and Adms

The degrees of kindred are computed according to the civil law, therefore children are preferred to parents, according to the civil law the computation from the deceased as *terminus a quo* does not ascend among *ascendants* but in defect of the latter, the both are in equal degree. ^{so that} ~~exception~~ degrees of kindred are computed according to the established rule of distribution under the 1st of Can.

2 BCS 64 - 2 Ben 215 Lord 4, Godd 253

Reh 627 - PR 41, Ark 455

In counting the degrees, *propter* ~~quantity~~ not quantity of blood is considered so the half blood has the same claim with the whole blood, 2 BCS 25

Cent 318. 323-425

The Statute says nothing about representation and the construction it has received does not give representatives as such a right to what their parents were entitled to in exclusion of nearer kindred. tho there is one authority to the contrary Ray 498. 2 Balc 14
2 Bc 405. 2 Balc 4

If none of the next of kin are found who will admit a creditor is usually appointed. See 3 S. Lord 6 Bc 808
And on failure of all these, the King usually recommends some one to Admin. See 3 S. 84

If an Ex^r refuses, or dies intestate leaving goods unadministered Adminⁿ must be granted - but in such case the ordinary may grant Adminⁿ to the residuary Legatee. he is not

Ex^{or} and Adm^r
 governed by the above Sts - for
 they require Adm^r to be given to
 the next of kin on the presump-
 tion that that was the intestate's
 intention, but that presumption
 is removed by his appointment in
 Ex^{or} and giving the residuum to
 another. And it seems the ordi-
 nary is obliged to appoint the under-
 lying legate, and if he dies intestate
 to his next of kin. 2 BC 505

vent 219. Licl 281. Dy 372
 the 950. Godol 230

In default or refusal of all these
 characters ordinary may appoint
 who he pleases as Adm^r - or he may
 appoint some one ad colligendum
 bona defuncti - but this does not

Ex and Adm

521

make him adm. but a mere
bailee or trustee to keep & ^{sell}
safe & sound 5. 2 B.C. 505 Off. 14
then an adm. durante minorita
te is appointed to an huff the or
kinan is not governed by the
same st's. for such adm. is but
a mere curator for a ^{limited}
time. 2 Bar. 881, 8. 1406 251

But if of Com. adm. belongs to
the widow or next of kin or
^{as heirs & next of kin}
others on their refusal or in
^{the Court may grant}
capacities to any one the C. J.
probate shall choose. St. Com. 185
Root 52

In Com. we have no st's like the 29
Bar. 2nd giving to the Husband the in-
terest of his wife's personal property
after her debts are paid. It is to
be presumed therefore, he can't

52. Ex & Adm Affairs

return it - nor have we any of
saying Adm - to next friend
nor have our clergy any jurisdic-
tion in matters testamentary
the next of kin therefore must have
it - this is not next of kin the law
has been so called since 1811
Our Stat. gives creditors no right
even to share in the property
they have a preference among
If a person dies in Conn. leaving
no kindred, his property goes to the
State. Courts of probate are to
appoint an Adm to take charge
of both real and personal property
tho he cannot sell either this
must be done by the Treasurer
of the state - The Adm is to
take charge of it, and deliver it over
to the Treasurer

Ex vs. Willd. Ad. vint 88

When Ex vs. Court refuses to accept
or to give bonds an Ad. vint is to
be appointed the same as the no Ex
has been appointed in the wife or
husb and the next of kin are to be
indured, secus in Ex the ordinary
in such cases appoints whom he
deems to be usually appoints the
same as Leg. Cur. Stat. Court 108. 4
But Stat. inflicts a penalty of 178 per
month on the Ex if he refuses
after 10 days to appear and accept
or release his trust, and the same
penalty also for neglecting after
2 months to take an inventory
of the estate after acceptance. § 68
In Ex if the Ex^r refuses to appear
before the ordinary, and refuse or
neglect after being summoned he

54: Ex 1000 24 1001

is an administrator 2 Dec 1006

Goldol 60. 1000 2 Dec 1002

If an adm. dies his Ex^r cannot
administer upon the estate un-
administered. but adm^r must be
appointed anew. de bonis mor.

off Ex 14 2 Dec 1000 2 Dec 1000

The trust reposed in the adm^r is
successory and can't be transferred

Lucius 396. Goldol 230

Nor can a second adm. administer
upon the goods of the first intestate
2 Dec 1006

But an Ex^r can transmit his
trust to his Ex^r because there
is a special confidence reposed
by a testator in his Ex^r - An
Ex^r can't do this however till he

Ex^r and adm^s

3-5-

has proved the will. 21 150

Re Ch 179 20000

But if a testator have two Ex^{rs}
one of whom dies leaving an Ex^r - The
latter cannot act with the former
the whole trust or power survives to
the surviving Ex^r and will be
transmitted to his Ex^r in case,
he dies and appoints one. 2 Bar 405

Salk III 2 BC 100

But if an Ex^r dies intestate his
adm^s will not be adm^s to his
testator - adm^s of the testator
proper^{de bonis non &c} will be granted, the same
as tho his Ex^r had refused to act,
2 Bar 285 Vengh 182 - Role 907

There may an adm^s de bonis non
of the whole or of some specific
part Vol 98 Salk 30 -

Ex^r and Adm^r

If an Ex^r dies and leaves an infant
his Ex^r and Adm^r durante
minoritate is granted the Adm^r
is not the Representation of the
first testator. 2 Bar 281 Bro 211
Hob 264

Manner of proving wills

The ordinary may ex officio or at
the instance of some person inter-
ested into the Ex^r to prove the
will - some say he may be cited
at the instance of any person
that he may know whether he is
not a feign. 2 Bar 400 Godol 60
In Court it is the duty of the
Ex^r to appear voluntarily within
30 days after testator's death and
move or refuse if he knows of his
appointment. - See same

2nd And 2^d ms

59

The ordinary may require the
testator's goods to be sold, the will is, however
2 Bar 403 - Godol 63

It is uncertain whether the testa-
tor be alive or dead the fact must
be proved or by the ordinary, and if
there is good presumption that he
is dead the will is to be proved

But the testator is living the pro-
bate is void ab initio 2 Bar 403
Godol 61 3 Bar 127

The time within which a will
ought to be proved is not settled
by any precise rule - it is left
to the discretion of the ordinary
But regularly it ought to be made
known within 6 mo. to the proper
officer 2 Bar 403 - Godol 61.

54. Exs and uctans

There are two modes in Eng of proving a will, one ^{in common} where it is not disputed; and then the Ex produces it to the court & deposes himself that it is the true, whole. Last will of the testator, and the Judge admits this as proof sufficient & Bars 403. The other in form of law where the next of kin and widows are cited and witnesses are examined & Bars 403.

When the last method is not first adopted the Ex may have to prove it again. Godol 812. When a will is proved in common form it is liable to be overhauled within 30 years. Godol 812. In Comm. witnesses are usually examined. The next of kin are not

Exr and Admors 59.

usually cited if it is our duty
if the Exr refuses to accept of his
appointment an Adm. cum
testamento annexo must be appo-
inted - But he said the ordi-
nary may compel the Exr to
show the will, and make his
election to accept or refuse -

2 Bar 405 25 How 252 - Godd 140

An Exr an Exr can't be compelled
to show the will tho he
must to accept or refuse. Stat C 163

An Exr can't assign his office
if being fiduciary 2 Bar 405

An Exr can't refuse to accept
of any matter in pais. his
saying he will not accept is noth-
ing - he must go to Court and

60.

Ex² and I have
have is refusal recorded
2 Bar 405-2 Co 2-2-2

In the case in Sec. the refusal was
by parol and held binding, but
the rule seems now to be different.

If there are two Ex²s and one refuses
before the ordinance and the other
knows the will the last year
nevertheless act as Ex² by the
last law even after the death of
his Co Ex² for the Ex² survives
and he shall be preferred to an Ex²
of his Co Ex² 2 Bar 3-211-2 Bar 4-2
last 292-2 Co 28-7 Co 27

And the Ex² who refuses must be
bound in every action but by the
other but not in actions against them
4 Bar 505-2 Bar 351-396-9 Co 37

After an Ex^r has administered he
 can't refuse to accept. ^{by} after such
 an act he determines his right
 to elect and makes himself liable
 to suits the same as tho he had
 sworn before the Court and accepted

Podest. 141 2 Mod 146. Vent 303

The 1st Rule is that whatever an
 Ex^r does respecting the estate which
 binds his intention to accept
 is an administering and binds
 him - so any ~~any~~ act which
 would make an Ex^r de son tort
 is such an administering. 2 Bar 400

Rule 917

Even the taking the goods of a
 stranger supposes then the
 testator is an acceptance, tho

62: Ex^rs and Adm^rs

meddling with them under a
claim of title as his own will not

Mo 16. Rule 918

Or if there are two Ex^rs appointed
and one takes a specific article
bequeathed to him as a legacy
it is an acceptance for a leg^y in
may not take his legacy without
Ex^rs consent. But if after such
intermeddling the ordinary will
accept of his refusal and ap-
point an Adm^r, he can do
it and the Ex^r can never after-
wards claim to be Ex^r & Bail^d.

Rule 907. off 240

But if an Adm^r is granted because
Ex^r did not appear on summons
to prove the will, the Ex^r may

Ex^r and Adm^s 69.

except if he chooses and Adm^s
must be repealed - or if after
Adm^s granted it shall appear
that the Ex^r had administered
the ordinaries may repeal the
Adm^s and oblige the Ex^r to
accept. 2 Bar 405. off Ex^r 40

If after the Ex^r has appeared and
taken the usual oath he refuses
to proceed in the duties of his
office a mandamus lies agt
him - And after he has taken
the oath the ordinaries cant
hinder him from proceeding
in the duties of his office

2 Bar 405 - 2 vent 335 -

Adm^s must be granted in
writing under seal. Com 262

64. Ex^r and Adm^r

The Adm^r acts in his own right
as adm^r and not for another
when he is appointed according to
law to administer on an intestate
estate. Show 408 & Co 39 -

It was formerly doubted whether
an Adm^r could be appointed
during the absence of the Ex^r and
of the value, but it is now settled
that he may. Com 263 4 months 10
2 Bear 415 So Reg 1071

A temporary Adm^r may also be
appointed while the Ex^r is an
outlaw, or in prison, or in any
other situation in which he cannot
act himself 2 Bear 415 Role 908
So also adm^r may be appointed
pendente lite of a will. Com 167

Sta 917 - 2 Show 59 2 PM 576

Exrs and Adms

85

If there be a dispute about the right
of Adms in Adms may be given
to the Exrs to take Care 153 Com 208

These temporary Adms may sue
and be sued while their Authority
continues. 10 Bar 1071. 2 Bar 415

An ordinary may take bonds for
the faithful performance of duty
in all cases. Com 208. 2 Bar 415

Adms may be appointed to one
or more and if one dies the
power survives to the others contrary
to ordinary delegated powers.
The an Adm is rather an office
than a power. 2 Bar 418. 2 ver 514

Atk 402.

Several Adms may be appointed
of different things the not of a
single thing. Note 908 Ind 101

Ex^r and Adm^r

If a person is made adm^r without limitation he cannot waive a part he must accept of the whole or none

2 Bar 296. Salk 927. Yel 103

If an Ex^r refuses adm^r cum testamento annexo is to be granted and not adm^r de bonis non

2 Bar 380. 9 Co 17. Salk 304

If an Ex^r dies before probate. Adm^r cum testamento annexo is to be granted tho the Ex^r has actually administered in part

Salk 304

If a will is made and no Ex^r appointed Adm^r cum testamento annexo is to be appointed 2 Bar 50

If an adm^r dies having adm^r in part only an Ex^r de bonis non is to be appointed 2 Bar 505

Exr and Admrs 69

If exr after leaving the will dies
then the bonis mori. can test.
So is to be appointed, unless he
has appointed an Exr. - If the original
exr. I then has taken a note in
his own name it vests in his rep.
not in the Adm. and not in the Adm.
of bonis mori. 2 Bar 380. add 300

If an Exr or Adm. entitled by law
be under age to act, an Adm.
durante minorete is to be ap-
pointed. 2 Bar 381. off E 307

The ordinary may appoint whom
he pleases Adm. durante te

1406 230

2 Coke 209. 5 Rep 29 - That Adm.
pendis durante te of an infant Exr.
chooses one the infants managing
a person of full age to act, this
however is denied to be law 3 PM. 79

Ex or Adm

When one of the Ex or is of full
age to act Adm or Suror he is
not to be appointed. Low 195

2 Lw 239 - Howard 40

If an Ex or dies leaving an infant
under 17 his Ex or and an Adm or
Suror he is appointed - such Adm or
is not the representative of the
last testator, a separate Adm or
Suror he must be appointed
of the first testator's estate - 2 Lw 231

Ceo C211 Godol 230

If the original Ex or or Adm or has re-
mained until the Adm or de bonis non
may have a sine, paucis on that point
and one out Ex or tho the Rule was
otherwise till the 17 Car 2 2 Wm 3rd
8 Mod 290 Talk 322 10 Bar 100

An Adm^r Verant^e he is rather
in the nature of a bailiff than
an Absolute Ex^r or Adm^r. yet
he may do all acts which are in
good presumption for the benefit
of the infant or the prop^t of the
estate - if there are sufficient assets
he may spend to a pro expensis non
he may sue and be sued - he may
sell goods to pay debts or to prevent
their purchase but he cant make
a lease of a term to the prejudice
of the infant - 2 Bar 181. 5 Co 29.
Pro 2 48 3 Bar 484 5 Co 67 -

Letters of Admⁿ may be repeated
for various causes tho the writer
was formerly holder. 2 Bar 410
18. Id 179. Kel 683

70 Qs and Adms

If admⁿ is granted on a substantiated
intersting when in fact there is a
will. it must be repealed, or if gran-
ted to one not legally entitled or
if obtained by false suggestions or
any kind of fraud or if there was
any irregularity in granting it, or
if the proper parties were not cited
the letters of admⁿ may be re-
pealed. Lowl 1844-2 Lalk 22

Lid 409 - Lalk 38 - Conn 202. 300 5

Lid 290 370. 2 Lalk 62-72 She 911

2 Dec 1, 10. Dy 339 6 Co 19.

Admⁿ also duly obtained may
be repealed for matter in point
as when the original admⁿ becomes
incapable of acting, as if he becomes a
lunatic or if the person by whom
entitled to admⁿ was at the time

If intestate death incapable of
acting and afterwards his incapa-
city is removed. Com 263. Lu 158
Reb 340. Lovel 18. Crs 4600

Letters of Adminⁿ are upheld
mainly for having been granted
to a worthy person merely, all the
acts done under ~~such~~ Auth^y of
such letters are valid - The letters
of Adminⁿ are only voidable. - By
lawful acts I mean such acts as
a rightful Admⁿ may do. If he
is a creditor he may retain his debt -
and even a gift of the goods of
the intestate will be valid against
the rightful Admⁿ tho not agt
creditors and legatees - But if an
appeal taken from the Ordinary to
a higher court and the letters of
the ordinary are upheld all

72... Ex and Adm

The acts done by the Adm be-
tween the appeal and the ^{by a higher court} sentence
of appeal are void - because a re-
-^{by a higher court}peal makes the thing repealed as
tho it had never been which is
not the case when letters of Adm
are revoked by the same Court that
granted them - And in such case
if the first Adm - gets ^{judicial} before
the repeal the debtor after the appeal
may be relieved from it by an
audita querela - or if he is taken
in Ex he may be discharged
on motion. 2d Ray 684. Cow 296

1
Sove 150. Cro 460 6 Co 18. Salk 38

2 B 264. 3 Feb 205. 3 M 129. Ey 224

Bar 198. 2 Savind 149. 2 Bar 412

Adm granted by incompetent
authority is by a Bishop of a wrong di-
ocese is void. Salk 38.

And agreeable to the above Rule
that a appeal by citation before
the ordinary does not make void
intermediatic acts by the Adm^r -
it has been decided that if one
were intestate and a will is forged
and proved, and the probate is
affirmed & revoked, and Adm^r -
appointed yet the acts of such fraud
will be good. Provided
they would have been good if done
by a rightful Ex^r. So if a debtor
pay such Ex^r he will not be obliged
to pay again to the Adm^r 3 M 125
But rule applies only in the case
of actual intestacy. not where the
deceased left a valid will (2 Ben 411)
in such the rightful Ex^r in such
case has an interest which the

74 Ex and Adm

Ordinary nor no other person can
deprive him of by fraud, besides
the acts of the ordinary are void because
he has no authy to permit Admⁿ
except in cases of actual intestacy

3 R 130. Lovel 177 F. R. 1110

If of testator leaves two wills the
latter revoking the former, and the
void one is proved, all acts done by
the Ex^r of that will are void
Butler. However strongly disapproved
of, and even denies this rule. 3 R 130

When letters of Admⁿ are ^{on appeal to the high court} repeated,
the Admⁿ is liable to his successor
for all the goods in his hands
and for all unlawful acts done
by him. Latk 35 O. C. 186

All the acts done under an Admⁿ

which is void either by repeal or otherwise may be considered as the acts of a stranger, and the Adm sued as a trespasser. 2 Ben 411

How 4/9 Com 264

But if the Adm has paid debts before he the amount he has paid shall go in mitigation of damages. Vent 149. 2 Ben 411 How 279

And in these cases the voluntary payment of a debt to the defunct Adm does not discharge the debtor he must pay it again. That is where letters of Adm are made void by an appeal. This rule Buller does not deny. The rule that he denies is. That acts done under an Adm when there is a valid will existing are void. 3 P. & B. 131

76. Exrs and adms

But a payment on a debt and
Exr to an Exr or adm de facto is
a perpetual bar to any other action

Bar 198. 2 Bar 411

If a second adm is obtained
by fraud, acts done under it are
void 6 Co 19 Dy 337. Com 104 because
there is an existing adm who has a
right which can't be defeated by
fraud.

What acts an Exr may do before probate

The property of the testator vests in his
Exr immediately on his death - the
probate of the will is merely Evld
of his right - a necessary formality -
Hence a plea that the will has not proved
the will is bad. because it acknow-
ledges the will - he should plead that
he is not Exr and then the will can't
be produced unless there has been probate

Exr and adms 77

of it. 2 Bar 412 2 BC 507. Plow 280

But 292 Goodol 144. Hutton 31

This probate of the will is necessary
on account of creditors and legatees
as an inventory is then taken
Salk 303 2 Bar 412

The Exr may do many acts before
probate which will be valid because
he derives his Auth^y from the
will - But an Adm can do
no valid act before Admⁿ
granted because he derives his
Auth^y from the Appointment
of the ordinary - By a valid act
is meant one affecting the assets or
the interest of creditors and legatees.

Cum 238 2 Bar 412 Off Ex 33. 2 BC 507

The Exr may before probate take

7811

Eqs and debts

Propⁿ of testator's goods provided
he can do it without violence, for
he may not break even a chest to get
Propⁿ he may before probate
aspent to a legacy, and the aspent
is binding he may say debts remain
they must give releases &c. But if
one entitled to admⁿ should be
for admⁿ granted give a release
it would not bind him &c.

1000 144 Plow 277 off 33
but 292 5 Co 28 4 Co 87 - Mo 109.

An Ex^r may sell, or give away
the goods of the deceased before probate
2 Bar 412.

So if the day of payment of a fine
bond happen before probate it must
be paid to the Ex^r if his testator

Ex and adorns

19.

was the obligor, or by him if his
testator was the obligor. or the pen
acts will be forfeited at Com law

Off Ex 34 Lovel 174 - 2 Ben 691

In short Ex - can do every thing rela-
tive to his trust before Probate except
certain actions. - he cant
bring actions on testators contracts
nor sue actions for torts committed
in testators life time, all other
actions he may maintain before
Probate. because he can disclaim in
his own name as for injuries to
his own possessions or rights, without
naming himself as Ex. Lalk 801.5628

How 278 Mod 213 Godol 145 - 2 Ben 413
441 East 154 Off Ex 25 Mod 62 -

He may disclaim or avow for rent
which accrues after testators death

an a term or a reversion Lath 302

Vent 270 Role 917 e Ben 413

He can sue for goods sold by him
self off Ex 41 52

And in all other cases actions may
be commenced before probate and
if he produces his letters testam. in
at the trial tis sufficient & he does
not he must be defeated - he must
in these cases declare as Ex 41 52
he can't do before probate. 2 Ben 413

Role 917 Com 238 Lath 28

of Co Executors. In law there is but
one Ex^r tho in fact there are ever
so many persons named as such
in the will all may act but their
interest is joint and indivisible
It is therefore a rule that the act of
one is the act of all. 2 Ben 39

Exdol 134 Com 240

Ex^r and interest

8120

And the ^{prop^r} of one is the prop^r
of all, and a release by one is a
release to all - 2 Bar 295

Count 2. Off Ex 95: Cro 1347 -
as Ex^r ^{parents} releases his interest in a term
of years all ^{parents} ^{as Ex^r} - Ex^rs are not
joint tenants for each Ex^r is
part of the whole and not of any
undivided part or moiety - One
can't grant to his Co Ex^r for nothing
respects by the grant. as his Co Ex^r
was prop^r of the whole before 2 Bar 295

One Ex^r can't have an action
for the profits agt his Co. Ex^r

But Ex^rs have a right to plead
different pleas. therefore a warrant
of atty to compel ^{Godol 135} ^{part} agt all
is ill, and the ^{part} ^{part} will be set
aside on motion. Com 240. Sta 20

Exs and Adms

But one of two Adms. cant make
a valid base, for their base is
wholly joint - & Co Adm however
may sue in his own right. declares
on his own prop^y without joining
his colleague - Here he is considered
as principal not as representative.

If one of two Exs or Adms dies the
power survives Godol 154. Off 45.

2 Bar 410. from 240 l. 10 s.

It is said that an Ex may compel
his co Ex to account for the profits
in Chanc^y. Godol 154. 2 Bar 390. 200

So if the Exs are made resident
bishops they may sue each other
for their moities in the spiritual
Court. for here they are in the same
status of bishops. Godol 155. Off 49.

One Co is not chargeable for
the wrong of his Co. Co and is
no further liable than for the debts
which came to his hands. 2 Bar 398
Co Co 18 - Godol 134

If all the Co join in giving a re-
ceipt for money the one actual
payee of the whole, all are liable
to the creditors, & each is lia-
ble for the whole. But in this
the actual receiver only is liable
for the receiving of the substance
over which the receipt matters of
being only - but the creditors can
have but one satisfaction at law
2 Bar 398 L. R. 65 - Sel 307

in actions brought by Co all must
be joined in all cases whether they
have all administered or are infants
& not for a plea that one is not

84

Ex^r and Ad^r joined will be fatal if true but when they are sued none need be joined except those that have a demand made. we should be not supposed to know that there are any other places than that there are others without & saying they have a demand is ill.

Lid/242 Lev 107 9637

Land 271

The non payment of Ex^r is payable in abatement only. Land 291
2 Ben 376

If one of two Ex^rs refuses to act still he must be joined in the suit and there must be a summons and severance in order to prevent him from releasing. The effect of a summons and severance is to take away his privilege to the suit to make him no party. 2 Ben 396. 2 Roll 98

Off Ex 96 Co L 139 - vol 552

Ex and all this

85

But if a ship is committed on the
goods of a tortor while in the
port of one of the Exs he alone
will maintain the action
for he need not sue as Ex
but on his own property - Ied given
for the purpose of one is the prop^y of all

18462 - June 209 - 2 Bar 297

Ex tortor de son tort is a person who
will not sue but will intermeddle
with the goods of the deceased in
a manner calculated to induce a
belief that he is Ex de jure. The
action will lie under such cir-
cumstances with respect to Ex
de son tort. And if one stranger
takes the goods and delivers them to
another the latter is Ex de son tort
and is sued as Ex and does

86 Ex adm

not plead in answer Ex he will
be liable as Ex provided a real
Ex would be liable under such
plea 2 Cas 357 2 B & C 527 1791

Godol 90 Com 264 - 1791 2 B & C 99
5 Co 33 Rol 918 3y 105

And by 2 B & C 510 1791
by fraud the release is liable
de son tort 2 B & C 510 1791

And a fraudulent ^{8th} goods by de son
himself will make the owner
de son tort as to creditors 2 B & C 510

Rol 549 - 1791 2 B & C 510

But a neighborly act such as taking
care of diseased goods cattle &c will
not make one Ex de son tort, because
you such acts no one has a right
to infer that he is Ex 2 B & C 510

Godol 94 2 B & C 510 - 1791

nor will taking goods under a claim
of property make one Exr or Adm tort
unless it is done for a mere cloak
Com 204 Day 168.

In intermeddling with real estate will
not make one Exr or Adm tort
because a person has nothing to with this
Com 204 Day 168.

The statutes are Exr or Adm tort
in actions of Exr 2 B. 99. Mo 115

The above rules as to what make an
Exr or Adm tort apply in their full
extent only in those cases where
there is no Exr or Adm or Adm
and to those where there was none
at the time of intermeddling, for
if there is a rightful Exr or Adm
he can maintain the action for
the injury of intermeddling, as for an
injury to his own property. 2 B. 888

88. Lys and Adams

Besides the creditors, Legation &c. have a
remedy agst the rightful Gov for the
amount of all the goods which come
to his hands - nor can he place them
ad ministrum & tell he has accounted
for goods taken by a stranger - the
-bate or Admin is granted - 50. 36

Salte 8/12 2 Ga. 4.8 4.1 1.1 59

But if after probate our claims to be
Exr. and receiver are days after paid
released. &c. he shall be chargeable de
son tort, tho not for interfering with
the goods merely. \$600 each \$18.00

An Ex. de son tout son desir
 himself from habits by so having
 given the goods to the right hand of
 before action brot. Robt 2/3. Geo E. 55. 1849

Am $\mathcal{Q} \approx$ de non tot is suggested to all
the localities. without requiring any
of the ablatives of a right $\mathcal{Q} \approx$.

he is liable to be sued but cannot
sue, he cannot obtain a debt due to him
self 2nd Dec 1804. The 1108. 2 Dec 1800
Com 266. Ind 76 Vent 180 -

Par Ex de son tort obtains letter
of administration and is sued and described
as such, the son tort he cannot state
himself for being thus described
yet he shall have all the other
rights and have eyes of an Admin^r
2 Dec 1801 Cas 2102 365-565

Par Ex de son tort is liable to the
extent of debts by him received, and
when sued by creditors may plead
him administrator and support
the issue by showing that he has
paid other creditors of an equal or
higher degree with the P^r - But when
sued by a creditor Ex: such a plea

90th Ex^{or} And it was

is not a good defence, tho he shall
be allowed to recoup as he termed
it give such payment in red in
mitigation of demands unless such
recoup would prevent Ex^{or} from
retaining for his own debt. It was
said the creditors he has been in
Ex^{or} when said he is a creditor
ver off Ex^{or} 257. Cith 134 5500
400 49 Vol 909-2 Dec 391 Low 57

Let 205 ver 369 - the 362 Dec 40
But if Ex^{or} do not plead in answer
Ex^{or} he will be subjected whether
he has lawfully received all the debt
received by him or not. Tho tis said
he may in some cases be relieved
in Ex^{or} off Ex^{or} 277-2 Dec 396. Ex^{or} 42
2 ver 147. Ex^{or} 55 Low 360

an Ex and an Ex de son tort
 may be said jointly or severally
 but an Ex and an Ad m cannot
 be said jointly Com 266 off Ex 255
 At law the representatives of an
 Ex de son tort were not liable to
 creditors tho by stat they are
 Com 266 2 Mod 298 2 Benc 291
 Com 251 1 Ben Ed 291

It seems doubtful whether there
 can be an Ex de son tort in Com
 in Com cases as the proceedings agt
 him would tend to defeat the an-
 -ticipated law in cases of insolvency
 and whether the estate is solvent
 cannot be known before hand
 After the Ex^{or} is precluded from
 rendering it insolvent there is not

927

Ex and Adverses

This objection and perhaps there may be such a case as this. As to the first objection claims have been only exhibited as when the time for exhibiting the same has expired: the estate not having been represented in volume 84 of 1897.

In one case there may perhaps be equally an Ex as in the first in which the testator makes a gift of property to the creditors from the residue of the estate - for his rightful Adverses can not recover it. See volume 2 of the

1st. Note 549 - July 1977 Croft 271

27th 1897 & See 605

If a testator makes his creditors an Ex? The creditors may recover his debt against all in equal degree as the himself 2 Dec 1895. See 1897

Duties of Ex. and Adm.

When an adm. is appointed the appointment relates back to the decease of the testator and he must see for all injuries done between the decease and the appointment. 2 B C 507
in doing must give bonds with a surety for the faithful discharge of his duty and if he is guilty of any misconduct as to the assets he will be liable out of his own estate to the party injured and if he is himself a bankrupt his bondsman will be liable - This bond is taken in the name of the court as trustee for the creditors &c, and in case of a default or other maladministration the creditor or party

94. Ex. and Adm.
ingred to the bond and
sues it, and the surplus after
satisfying himself his debt and
costs he must pay back to the
court who is to pay it out to the
other creditors &c. - His left direc-
tion are with the court to deliver
up the bond or not. but if the
person applies in or it then
he is refused without cause
he may apply to a higher court
for a mandamus to compel the
Court to deliver it up to him.
The bond is not to be removed to
but in case of the bankruptcy of
the Adm. - for in all other cases
there is a sufficient remedy with
the Adm. himself. 12th 315

Ex and Adm.

45

Ex and Adm. have a right to all
the personal property in possession and to
all the choses in action of the deceased.
And from this it follows that they
must have a right to maintain all
actions necessary to enforce these rights.
But there are a certain class of in-
juries by the testator ^{a intestate} committed
in respect to which no action
will lie on or against Ex or Adm.
These are personal injuries that
do with the person as the books
say. There are injuries which
have procured no pecuniary ben-
efit to the person who commit-
ted them - as def, lib, battery
murder &c. - In all such cases the
representative ^{party} injured can main-
tain an action for the injury.

98

Ex and Adams

now is the representative of a
person who did the injury liable
to the party injured. If however
there is a personal benefit arising
from the injury to the skill
of the person who did the injury
he or his representative shall
be liable accordingly and vice
versa - So if a man throws my
horn and dies his representative
shall be liable to me for his value
or if I die my representative
shall have the action, but if he
had shot the horse ^{then} in the event of
the death of either of us no action
would have lain - Even however
will not lie out the debt unless
the horse was in the possession of

Let and Allow

97

the testator or intestate at the time
of his death. If he had previously
been disposed of an action on the
ass for damages must be brought. The
ass will lie against him who
has the horse. *Camp Hamilton v Holt*

Lat 108 vent 84

2 Bar. title Ex

damages are to be recovered
for a breach of contract. The Ex or
ass has the action. As where
there is a contract of service the Repro
shall have the action for a breach
of it because if the deceased had
sued for it he would have recov
ered damages in money.

It is a Rule that if a Court respecting
not up^d is broken in the life
time of a woman her Repro shall

98. Law and Equity

Leave the action, if after his death
his heir or assigns - And a Court
of equity is always broken as soon
as made if ever for at the time
of making the Court the Court is
is well used or he is not. If he is
not his broken if he is not then can
be broken -

Right of the Ex? or Adm? or Sheriff
The Court is then an authority
to all what is in dispute and to
all the Ends of debts or notes in
Court be said to all cases for years
and to Land Extended for the payment
of debts - When Land is extended
the appraisers calculate the debts
and then extend the Land till
the profits shall pay them -

In Com we pass the fee by Ex^m
Let Com know if a man had an estate
per antea vic. and died before the
estate determined there was no
person who could take it, for it
was not personal property nor an
inheritance. but by Stat. it now
goes to the Ex. or adm -
If a person ^{depends} has to the heri-
cumbents go to him in whom
he holds to the land vests on
the death of the testator or in-
testate - if however the case de-
termines on an event not within
the control of the testator he shall
have the cumbents - or on his
death his Ex. or adm - Therefore
if a man seized of an inheritance
dies testate and dies before marriage

His Exr or Adm shall have the land
and not the heir, because the an-
cestor would not know whether his
estate would determine before he died
or not - but if he devise the land
and dies before the maturity of the
crop the devisee shall have it for
this is supposed to be the devisee's
intention, 2 B & C 122 - Co D 105

There is no reason for
this distinction

406 132 3 Salk 160

If the wife's land is land during
her life on issue death the land
goes to her Exr -

Whatever is attached to the free
hold that can be removed with-
out injuring the free hold goes to the
heir - If otherwise it goes to the
Exr 35th 13 - 4 Burr 244 -

Wife of status of personal property
to the husband of real property
in the house —

Paraphernalia is of two kinds
such as the wife has an absolute
right in such as she is entitled
to purchase. The first are her
clothes and her bed and bedding
according to her degree or station in
life of these the husband can't deprive
his wife. The second kind are
her ornaments. These the ~~husband~~^{Ex^r}
can't invent on nor meddle with
unless there is a deficiency of assets
to pay debts yet they can't be taken
to pay debts — Especially could
not take these the wife can't

known their value from the heir.
 As to them she is a volunteer of
 the highest claim. If the Husband
 sells them during his life time
 the wife has no remedy. But
 if he only pledges them she may
 have his estate to redeem them.
 It depends on the *quo animo*
 whether he has sold them or
 not. 2 B & C 435 15th B 69-70.
 In most of the States real as well
 as personal prop^y is a fund
 for the payment of debts. When
 this is the case it may be a question
 whether the real prop^y must not
 be exhausted before the wife's
 paraphernalia can be taken.

Exr and Adms 703

The rights of Exr and Adms being thus established we will next consider their duties - Their first duty is to inventory all the personal prop^y to which they are entitled, then have it appraised by the direction of the Court. The mode of appraisal is different in different countries. The Exr or Adm is only bound for the nett value, and not for what it may have been appraised at. In disposing of the prop^y he is ^{to} exercise sound discretion and good faith which will free him from all liability farther than the assets of the goods. If the goods fetch more than they were appraised at the Exr or Adm

must answer for the whole, since
 the debts must be inventoried tho
 it is customary not to inventory
 the bad ones, but the Ex^r must
 make use of all due diligence to
 collect the bad as well as good ones
 and when collected he must answer
 for them - If the decedent had com-
 menced a suit the Ex^r may
 proceed with it by striking out
 the name of the decedent and
 inserting his own, tho at common
 law this could not be done,
 nor does the Stat give the Ex^r the
 same right when the decedent is
 sued, the action must then be
 commenced anew agt his Rep^r
 This is a *casus omnis* in the Stat.

If the cause of action accrued
after the death of the decedent the
Plff may sue as Ex^r or Adm^r or
in his own right. In the one
case he will himself be liable
in costs in the other he will
not. 3 B.C. 400. Bur 1451

If there are no assets in the hands
of the Ex^r (the Ex^r I mean the Plff
who sues as Ex^r or Adm^r) I suppose well
to ascertain when and where
the assets shall be received
Ex^r can't issue till then and
it is incumbent on the Plff
to show that this is the case.

If Ex^r has given a release to a debtor
it is inassailable Evd of assents.

except unless the Ex^r is an infant

126 Ex^r and Adm^r
If therefore an Ex^r has given
a release he must ^{plead} some admiss-
ible trust or he will inevitably be
subjected whether he has assets
or not. If a debtor is appointed
Ex^r he can't retain his debt and
creditors and legacies for other
his assets in his hands. But
an Adm^r can't retain a debt
against the heirs which he owes
the estate. An Adm^r is paid
for all his services. but an Ex^r
at Com^{on} Law is not and therefore
the presumption is that the
testator by appointing him Ex^r
meant to forgive him his debt.
An Ex^r has a right to all the
personal prop^y in every part

Eq^y and assets 107

of the world— But in these
States there seems to be a difficulty
to pay an Eq^y in one state
to collect debts and prop^y in an
other. tho I presume the proper
way is to take out letters in
every state where there is prop^y
in New York bond creditors
have a priority —

If a m^r gets his land and dies
his heir must account with
the judicial creditors for the
value of the Eq^y of Redemption
but he must be sued in Chanc^y
if the law day is past. If the
m^r dies the m^r-or must pay
the money to the Eq^y if he
wishes to redeem and Chanc^y
will compel the heir to give a

104

Ex^r and ADM^s

due to the m-or-vid m-ges

It is an unsettled question whether
an Ex^r is bound to maintain
the opinion of his testator.
The current of Auth^r are that he
is. The Judge thinks he is not

Rule in paying debts in Eng

The Ex^r may retain his own debt
yet all in equal degree 200/12

The funeral and ^{test.} sickness charges must
be first paid, next debt of record
due to the King or the Public - then
debts of record according to priority
of time, with these wages rank -
after these specialty creditors and
lastly simple contract creditors
voluntary bonds are postponed to
simple contract creditors. but

Ex^r and Admin

129

are paid agt all volunteers

all 195 - 30th 149 soul 53

30th 402 - Feb 217 - 20th 421

30th 455 30th 222

If the Ex^r does not observe this
order and there is a deficiency
or a deficit the Ex^r will be liable
out of his own estate. But in
order to be secure, the usual
practice is for the Ex^r to file
a bill in Chancery and return
all the creditors and then
pay as the Court directs, and
if the parties don't attend, they
have no remedy, tho he pays a
voluntary bond 30th 222 -
Com R 255

The Ex^r is bound to know of all
except debts and debts of record

XX And Adm.

And ignorance of their existence
is no excuse for paying a debt
of lower degree — The Exr. now
ever is not bound to know of
the existence of all private
debts — therefore if he has a
simple contract debt not know-
ing that there is a bond debt
he will not be liable if he
was he would be in a sad pre-
dicament — it is the duty of
creditors to make known their
claims and their degree, the only
effect of citing the creditors before
the court and paying the money
according to their direction is
to avoid the danger of paying
a voluntary bond.

Exr and all over

xxx

As to creditors in equal degree
he may pay as he pleases. Tho Gen
wills he says him first that comes
first - If he is sued he may set
off all in a higher degree that
he knows of -

In Court if there are not assets
enough an average is struck.
And if an Exr pays a creditor
of an insolvent estate in full
that it must be refunded on
the 21st will case it - If a debt
is not exhibited within the time
limited it is lost - Judgt in
Court create no lien upon land
And even if land is attached and
Judgt is obtained and the Off dies
before Exr is lived and the land apprais

1842

and Adams

appealed off the men is lost
this is unjust -

Commissioners are frequently
appointed to settle the validity of
the claims, - if they disallow a claim
their decision is final there is
no appeal, - but if they allow one
the Ex^r may contest it if he
pleases - There seems to be some
difficulty attending this proceed-
ing in case of voluntary bonds
for if they allow them there
may be a deficiency of assets
or if they reject them they can
never be recovered which they
ought to be provided there are
assets enough - The Judge thinks
they ought to allow them on

Exr and Adms 223

condition that there are assets
enough, and subject to the Court
of Probate -

If the Exr business to obtain
leave from probate to sell land
to pay debts, he is then to be
sued and not the heir - but
if the Exr and his surety are
sue together you may follow
the heir in Equity -

If on a plea ^{by} that there are ~~judg~~
creditors in Eq it can be made
to appear that the Exr has col-
lected with them to withhold
their claims for the purpose of ben-
efit inferior creditors. The plea
will not avail him -

If an Exr pleads plene admin-
istravit, and is found against him

184

over and all me

Judgt will go against him for
the whole claim altho there
are not assets enough to pay
the debt, for it is a bond
in him so to plead and ^{under} go
to the Rules of the Court and
go against him for the whole

Rule 929

If there is a contest between cred-
itors which debt shall be paid
first Ch. 24 inter se and
settles it 2 ver 37

If ^{a creditor} ~~the debtor~~ sees to recover his
debts he must be allowed
reasonable costs out of the estate

Lovel 52

After the debts are paid the
next thing to be done is to

last and allows 745
pay legacies, and before
~~can~~ ⁱⁿ considering that it will be
better to consider the legacies
left to his legacy, which is by
virtue of the declaration or
Will of the testator -

A will is a disposition of personal
estate by the owner to take
effect after his decease. And the
General Rule is that any person
of legal discretion who has such
estate may dispose of it by
will - But a husband cannot dispose
of his wife's choses in action, nor
of her paraphernalia; ^{nor her absolutely real} nor can
a joint tenant dispose of his
interest by will. But in Comm
there is no joint tenancy. 2 DC 491
Love 140 4 Co 51

116

Quia curia ultimis

A remainder of a chattel interest may by way of Ex. & devise be limited over after an estate for life, provided the remainder man be all in esse at the death of the first devisee. Personal property can't be limited "in tail" there is the second taker who will take the whole. See Will 20

D W 333

Personal Prop^y can't therefore be entailed, but the fiction that if a man attempted to entail it, it ought to go to the second limitation, so as to give effect to the intention as far as is lawful. By the English law a man can't convey away his property by deed to vest on a contingency, but he

Ex. and a sum 712.

but by will he may if the con-
tingency must happen within
a life in being and 21 years and
9 months afterwards ^{see} Ex. devices

In Com a man may by deed or
will convey away his estate either
to any person in being and ^{to} his the
immediate descendants of a person
in being.—

A person in Com is of legal dis-
cretion at 17 to make a will
in his the Auth^r are contra-
dictory as to this point. Inst 89
Beet 2 ver 104-459. 2 Miss 318.

Who can make wills persons who
want discretion can't make a will
from whatever cause it may arise
as from insanity. When then may he

118

Bees and Bees

The law as to contracts stands as to
to wills, for drunkenness does not annul
a contract — Love Cases 140

If you ~~can~~ prove that the testator
was not of a sound disposing mind
when he made his will, the will
is destroyed, — it matters not whether
the disability arises whether from
age or any other cause Love 141

The will of a blind man must be read
to him, before signing. Burn 142
So if a man can't read himself his will
must be read to him and if read
wrong it will be set aside — If a
deaf and dumb man can convey his ideas
by signs he can make a will
Love 141

If a person is prevailed upon by
unreasonable importunity to make

A will it may be set aside. This is different from ^{Legal} duress for that avoids a contract as well as a will. A will may be also set aside for fraud of any kind - In short the only question is whether that which purports to be a will is in fact a dishonouring of property according to the voluntary intention of the testator, if yes not the will must be set aside - If the testator has been imposed on by false promises his will, will be set aside -

In our traitors, felons, ~~extrajurisdictional~~
^{outrageous} ~~cases~~ &c., can make wills, — The propriety
of the two first being all perfected
the disability of the others may
be removed — In Conn there is
^{except for man slaughter and burning, ~~negatives~~ ~~the~~}
no forfeiture, nor disability of the
either kind, —

§ 22nd Ex and Adm

A will must be in writing and signed by the testator tho it need not be witnessed — Under particular circumstances however a person may make a nuncupative will, in Eng. but not in Iowa. As to nuncupative wills see § 30. 11. The testator's name written at the top of a will, by himself has been held a sufficient signing. It is also said that a will of real and personal property the word as to the real may be good as to the personal but this seems to be destitute of principle for its presumable that the testator meant to dispose of all or none, — but such I believe is the law —

Exs and adms

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A will written by the testator has been held good tho not signed by him - And the Eng^l courts have gone one step further they have held a will good, nec^r tho written nor signed by the testator but only acknowledged by him to be his will, which acknowledgement was proved by parol. 2 B & C 501. Com. 402.

As to revocations of wills and more minute particulars concerning them see title Devises. and 2 B & C 502.

The Ex^r is bound to follow the directions of the will in ~~the~~ ^{its} execution, unless the will or disposition of the property is against law, - after the debts are all paid the next duty of the Ex^r is to pay the legacies, - The legary on

192 Legs and Adams

the death of the testator vests in
in the Ex^r in trust for the legatee
But a devise vests in the devisee.

Legacies are either pecuniary, or ^{as money} specific
in ^{in goods} and on the death of the testator
both vest in the Ex^r in trust for the legatee
to the payment of them. The right
of property vests in the legatee
After the debts are paid the Ex^r
may be sued for the legacies if he
refuses to pay them - Ch^y may
compel the specific payment of a
legacy whereas law can only give
damages for not paying it -
Specific legacies are to be paid before
pecuniary legacies - after the specific
legacies are paid, if the estate will
not raise money enough to pay

Exs and adms 143

the ordinary legatees, they must
be averaged - If there are not assets
enough to pay the debts without
taking some of the specific legacies
it is an unsettled question whether
or the specific legacies must over-
ride their legacies - but according
to the current of author^{ty} no aver-
age is to be made, nor is the
Ex^r obliged to take a proportiona-
ble part from each, tho he
ought so to do ^{as to E467 2 ver 411}
^{2 Do. 3-2 Salk 467-}
After the debts and legacies are all
paid the surplus belongs to the
ordinary legatees, and if none is
appointed the Ex^r is unnecessary.
Legatee at Com law - But Chan^{cy}
will not let the ~~ordinary~~ Ex^r have
unless that appears to be the inten-

124

Exe and Admins

tion of the testator - In Exe. an
 Exe has no reward for his labor.
 The law therefore presumes that
 the testator intended him to have
 the residuum as a reward. But
 Chancery says if there is a legacy
 given to the Exe the presumption is
 the testator did not intend he
 should have the residuum, but
 it shall go to the next of kin
 if however the contrary appears
 he shall still have the surplus
 notwithstanding his legacies so a
 trifling legacy as a sign stuff he
 is not considered such a reward as to
 take from him the residuum.
 If the Exe is a debtor of the testator his
 debt is discharged other creditors can all
 legacies are paid - it is up to the Exe

lands for their payment and nothing else, formerly it was held that it was not abridgment to pay legacies ^{the} ~~the~~ money, nor has Chancery ever compelled him to distribute, even though he had a legacy.

A legacy is pecuniary when it can be identified.

A vested legacy is one where the interest commences immediately on the death of the testator who is to be paid at some future time — A Capred legacy is ~~one~~ where the legatee dies before the testator, or when he dies before the interest vests in him, as if a legacy is given him on a contingency and he dies before the contingency has happened — So a legacy given to be paid to the legatee at the age of 21 vests.

126 Eggs and Eggs

in interest on testator's death, in this case the legacy is not contingent until the time for paying it is deferred. But if a legacy is given to be paid "when" or "if" the legatee attains 21 the legacy is contingent, and lapses if the legatee dies before that age - but in the former case if the legatee dies before that age, the legacy must be paid to her heirs.

This is perhaps a nice metaphysical distinction but such is the law. ^{Eq. Ca. ab 295 over 521} No such distinction has been made in this country. The legacy may lapse here as well as in Eng.

A legacy may be given on condition but if the condition is unlawful, it is void, the legacy is payable.

All conditions of a will are void as conditions restraining marriage, but a condition restraining marriage to a certain marriable age is not void. If the testator leaves a wife and children a condition restraining her from marrying is not void. If he leaves no children the void — 3 Bur. 611. Gaynes v. 20

2 vent 1199. 2 ver 293. Atk 502

A donatio causa mortis is good if the testator does not recover such a bequest is not to be inalienable as the same as any other gift during testator's life. But then such donee can't retain the gift if creditors to void as

3 P W 356. 2 ver 431
There — It is questionable whether there can be a donatio causa mortis of a chose in action

424

Ex 11 and all 2000

The whole story in construing wills
is the intention of the testator
so if it on the whole appears that
it was the intention of the testator
to give a legacy to a particular per-
son he must have it - a disposition
of a will may be by implication
as if a man bequeaths 1000 pounds
a watch here the watch belongs

2 Venn 457 -

A man may devise to trustees till
the objects of his bounty come of age
or to pay them the rents and profits
if they are prodigal, these trustees
are under the control of Chancery.

2 ves 513-421 - Venn 457

Ex. 100 d. 1 m. 409

If a testator devise to a trustee to dis-
pose of as he shall afterwards direct
but never gives any other directions I
have been held that the trustee
should keep it tho this did not
clearly appear to be the testator in-
tention 2 L. Rep. 195

So where a house was devised, and the
testator said in the devise he would
dispose of the furniture he wished
but never did the devise took the
furniture with the house? 2040

When a man divides all his property
equally among his children and he
has one in ventre sa mere the
words "are contradictory whether
the one in ventre sa mere shall share
or not, but to clear I think that
such child ought to share Co. Lit. 112 -
2040 470 - 2 Den 1005. 2040 405

But if he gives his estate to some
of his children only, there is no
reason to suppose that he meant
include one in ventres & a mere
among the chosen ones.

Grand children may take under the de-
nomination of children, though they
were children, and G. children at the
time of the will was made and only
G. children at the testator's death.
it is doubtful whether they shall
take. 2 ver 106

If goods are devised to B for life and
remainder to the heirs of C. who is now
dead, and before the death of B the
person ^{who} was heir to C at the time of
the devise is ^{dead}, it has been questioned
whether the person who is heir to
at the death of B shall take - but
the Judge thinks he shall ver 35

Cases and Adams

1921

The doubt in the above case arises from the uncertainty in what sense the testator used the word heirs, whether in its technical sense or as descriptive personals —

When a testator gives his prop^y & Gen^l by his relations, they shall take as conveyed to the Stat of distributions
Pr. Ch. 401 —

When a man gives all his personal prop^y by will, all that he is possessed of at the time of his decease belongs by it, altho it be ten times as much as he had at the time of making his will —

There is however a diversity of opinion whether if a man gives a legacy of all his coin in 1800. and dies in 1812 the coin he is possessed of in 1812. will pass. some say so an ademption of it as that it is not. The judge

thinks this case falls within the
 gen^l rule above - 3 Bar 459 ver 828
Of Ademption of a Legacy - This also
 depends on the intention of the testa-
 tor - 3 Bar 470 - 1

So when a man gave a legacy of a
 bond and afterwards the obligor bond
 it this was held no ademption
 because it did not appear to be the
 intention of the testator to revoke
 the legacy - But if it can be col-
 lected from all the circumstances
 that the testator meant the leg-
 -acy should be adempied, it shall
 be - so when the testator dies in
 his life time what he directed in
 his will to be done the legacy is
 adempied as if a testator gave in
 his will 1000^l to his son to build
 a house and afterwards builds it
 himself the legacy is adempied ver 95

Ex 4 Adm Adm

1192

So when 750£ was bequeathed to a
son the next the testator gave 500£
with his own hand to buy a com-
mission. This was held an ad-
vancement per tantum P Ch 253

2 ver 115 -

A legacy given by a debtor to his
creditor is now held to be no rat-
ification of the debt. for this is
presumed to be the testator's in-
tention, But formerly the rule
was otherwise. — In short the rule
on this subject has been different
by modified in different periods

See ver 521 P Ch 138 - 2 W 141-2/10

P. Ch 204-236 - 2 P 2515. 555 -

3 D 227 - 2 ver 404 - 635 2 Atk 300

3 D 95 - Bro Ch 29 - 295 -

But if a man by word agrees to
give a portion and then gives

1831

Ex 2 and Adams

it by will here the legacy dis-
charges the debt - 2 ver 111-555

Of accumulative legacies - Intention
governs here also - ~~to~~ there is a
rule established, that if ^{legacies} ~~the~~ are
given in different instruments
they are accumulative - if in
the same and in toto demeritis
they are not accumulative. but only
a repetition of the same legacy

Bro Chy 425 389 note

Lapsed legacies - See the rules under
as to annuities dying in life term of
institution see Ex. Ca ab 295. 2 ver 521

as to legacies made payable at the
age of 21. or "when" or "if" the legatee
arrives at 21. &c see. P. Ch 470. 2 ver 207

811. P. Ch 21. 2 P. Ch 275 2 ver 52

Ex and Adms

194

Dyer 59 - Lath 415 - Bur 227 - 2 Vent 362
Ath 504 -

But if the legacy is given on inter-
est it will not lapse whatever
be the mode of expression, for this
shows clearly the intention of the
testator - 2 Ver 673

If a legacy is given to a number and
if one of the legatees dies before
the age of 21. then to the others
here the legacy will not lapse
the one dies before 21. but will
go over to the others - When a
legacy lapses it sinks into the
residuum and can't go over to a
person in remainder the so limited

^{and specific}
 pecuniary legacies, for definition see ante
The genl rule is that specific legatees are
to be first paid, the intention of the
testator however must govern -

My Ex and Admors

So if a testator gives all his personal property to A & B, but directs his Ex^r to pay a sum of money out of it to C, Ex^r must do it. B. Ch. 393

In case of a deficiency of assets the specific Legacies are not to abate in proportion with the pecuniary Legacies. Ven 31

It is the duty of an Ex^r for his own safety to take security of the Legatees ^{when they are to pay} that they will refund in case debts afterwards come in, for if he spends voluntarily without taking such security, he will be liable to be sued for debts without having any remedy agst the Legates. Altho the creditors may sue the Legates for their debts and ~~so~~ make them refund, and even one pecuniary Legatee may compel another to refund when his legacy has been thus taken to pay debts.

Ex and Adms

130

An Ex^r can't be compelled, ^{by the spiritual court} to pay
a legatee without receiving security
to refund in case debts come in
ver 94

But if the Ex^r has appointed to a legatee
in such a manner that the legatee
can't get possⁿ of it without a suit
in chancery if debts afterwards come in, Chancery
will compel the legatee to refund, i.e.
thus will give him no relief. So when
an Ex^r was directed to apply the profits
of a certain estate to the education
of certain infant legatees, and the Ex^r
created a trust in trust for himself to
pay over the rents and profits to the
legatees, and afterwards debts coming in
he sold the estate to pay them, the
legatees brought their bill to compel
the Ex^r to ^{execute} ~~execute~~ to them his trust
and also against the bona fide purchaser

131.

Q₄ and adms

to compel him to convey to them
the estate, Chng would give them
no relief. ver 90-94

If an Q₂ pays a legacy by compulsion
he may always make legacy return at
ver 94

When there is a deficiency of assets
all the pecuniary legacies shall
abate or be paid in equal proportion
notwithstanding the testator shall
have directed otherwise ver 31. 2 Do 384

2 Chy ca 971

If a specific legacy is charged by the
testator or is lost or is less than the
testator supposed it was yet the legatee
must bear the loss or deficiency

30 W 384

If land is devised for the payment of
debts, and legacies, and the personal
property is all exhausted in the pay.

of debts, so that the legatus have
to go upon the land, which is not
sufficient to pay the legatus in
full, here the Courts have decided
that there should be an average
among the pecuniary and specific
legatus 2 Ch C. 25

Legatus may go to the heir for as
much as the specifically creditors
look of the personal prop^y. tho
they can't go to a Devine. for he
is a specific legatus - Atk 515

Creditors may follow the assets in
leg^y. agt a legatus, 2 Vent 358-360

2 ver 205 - Ch^y 7 Cas 135-248
2 Do 132 145 ver 90 -

An ex^r is not bound to plead the
stat^e of limitations to a debt. - And
when the testator has ordered all his
debts to be paid Ex^r may not

139

Exs and Admins

Plead the St Limitⁿ Contⁿ 58

Q. Cas at 305

The St of limitations will not bar
a legacy tho from length of time
it may be presumed to be paid
but this is a com Law idea

P. Ch 228 - Ver 155

2 Do 21 - 484

If the Legatee is a minor the Ex^r
is trustee for him till he comes of
age, and if the Ex^r pays it to the in-
fant and he squanders it. or if he
pays it to the parent or Guardian
as trustees for the infant. and they
never execute their trust. the infant
may compel the Ex^r to pay it
over again when he comes of age.
unless the Ex^r pays it under the
direction of a Ct of Chanc^y. Q. Cas 2300

P W. 285

Legs and adms

148

If a legacy is given to a man's wife without saying more it must be paid to her Hub but it may be given to her sole and separate use and then it must not be paid to him
2 Ves 26. 559

If no time is fixed in the will for the payment of a legacy it must be paid in one year from testator's death. In some the Court of Probate may lengthen out the time under peculiar circumstances. 2 Salk 415

If a legacy is given to be paid at a future time and the legatee dies before the time arrives it must be paid to his heir at the time the legatee would have been entitled to it.
2 Ves 21. 149 - 283

When the legacy is limited over the limit takes immediately on the death of the legatee. Eq. Co. 299 - 300

1987

Ex and Adms

After a year is elapsed and demand made by an adult the legacy draws interest. if the legatee is an infant the legacy draws interest without a demand 2 Galk 415 - ver 251

Opht 11-151. Pop 104

If the legacy is to be paid at some particular time it draws no interest till the time arrives unless the testator is the parent of the legatee then interest is to be paid for the support of the legatee 2 Galk 329 2 vent 345
Galk 505 - G.C. 2 307 with 101

And when the legacy yields an annual profit a minor legatee may claim the interest tho not the child of the testator G.C. 2 101 301

Appt of the Ex^r to a legacy - A legacy does not vest in profit till the Ex^r appts to it - But the Ex^r has no

Ex and adms

748

right to retain a legacy after the debts
are paid, if he does an action will
lie agt him Dyer 254

No particular words are necessary to
signify an agent by the ~~testator~~ Ex
3 Co 29 - 4 Do 18 - ver 90. 460
Dow 525 - 535

A very trifling act has sometimes been
held a sufficient agent, as when an
Ex met the legatee and said to him
I wish you much joy on account of
your legacy. this was held an
agent tho the ledger then be in
possession - An agent is said cant
be conditional. tho for this there
is no reason Cro. 614. 2 vent 350
Leon. 130

In Eng. legacies are recoverable in ^{the spiritual and} ch^{er} only
except a bond is given by the
Ex to pay, and then legatee may
sue at law. ^{Hele 38} So also when a

1401

Exr. v. Adm.

By any is charged on a devise. The
legate may sue the Devisee at law
or if he cant get satisfaction at law
he may apply to ch. & he will then
can be sue at law for a leg. ac.

Dyer 151 Palm 120. Cro 279 304
Cro C15. Shaw 55. 6th ed 20
279 - 1d Rep 93.

In this country practice determines
in what Court a legacy is recoverable
in Court they are recoverable in the
Court law Courts —

Before the st. of frauds and perjuries
a promise by the Exr. to pay the
legacy was sufficient to maintain
an action at law, — but since this
st. is not — Some Commentaries writers
however seem to think the promise
is a sufficient consideration to maintain
an action — but the Judge thinks the
promise creates no new consideration

Sometimes the payment of a Legacy is a condition precedent to the vesting of a Devise - Whether there is a condition of this kind depends on the wording of the devise -

If the Devise be in fee simple, Ch^y will direct a sale of the land to pay the Legacies, and the surplus must be distributed to the next of kin to the testator -

If however the Devise be for life, Ch^y will order a sale of the land without paying the Legacies Ch^y will order a sale of so much as is necessary to pay the Legacies and the remainder will go to the Devisee - In this case it can't be taken on Ex^{rs} because such was not the intention of the testator

In some the Court of Probate can order a sale - tho of late years it has been

148

Ex. and adms

Holders doubted whether this could
be done when such did not appear
to be the intention of the testator - or
whether there must not be an applica-
tion to Chancery. But if this there
has been no judicial decision

It has been disputed whether a devise
for the payment of debts could be
satis for the payment of legacies
But is now settled that Chancery
may compel a sale to pay legacies
to the amount that the specialty
creditors took from the personal
fund O D M 323

If a legacy is charged on land to be paid
when the legatee arrives at 21 - and he
dies before that time. the legacy passes
into the Devise. P M 610

Ex 1 and adms

146

When personal prop^y is given to one for life with remainder over the first taken must have the reasonable use of it during his life, and the remainder man must be content with what is left when this it be some thing or nothing —

When a chon in action is a donation causa mortis there seems to be a difficulty in the donor's collecting it for he cant sue it in his own name nor in the name of the testator for he is dead, — but the Judge thinks he may apply to Chanc^y and compel the Ex^r to sue and recover for him — see quere for it never vested in the Ex^r nor can one man be compelled to become P^{ff} for another on any principle of the Com Law

After all the debts and legacies are paid the remainder by the Com Law belongs to the Ex^r - But if he has a legacy given him, Chanc^y ^{deems} considers the testator to have given him that as a reward for his services, and therefore considers him as trustee for the next of kin, and will compel him to distribute - This presumption of Chanc^y and however may be rebutted by parol ^{testator} so when it was proved that the ^{testator} said he meant his Ex^r should have the residuum notwithstanding the legacy Chanc^y allowed him to keep it. Ver 473-2 Da 676-737 Pl 9. 550
 568 3 Pl 40-2 Ver 90-261
 20th 68-2 Ver 167

If there is even a reasonable presumption that the testator did not mean the legacy as a satisfaction to the Ex^r for his services, Chanc^y will not take from him the residuum. Brock 328-Pl 550

Ex^{rs} and adms

848

of the duty of administrators after the debts are paid - This includes the doctrine of descent of personal prop^y under the statute of Car^l II. which it has been adopted by almost every state in the Union with slight variations not only as to personal but also as to real prop^y - most of the states in this country have adopted the very words of the Eng^l sh - so that the same construction must be put on our Statute which has been put on the Eng^l sh for the presumption is that the Legislature meant to use the words with the meaning which had been given them in Eng^l sh -

The Statute 2/822. Car 2nd makes provision that when a person dies intestate leaving a widow and children and more than personal prop^y enough to pay

his debts. after these are paid $\frac{1}{3}$ of the remainder shall go to the widow and the other $\frac{2}{3}$ shall be divided among the children. or if they are dead to their legal representatives and if there are none then to the next of kin —

The mode of distribution which has obtained is per capita when all the claimants stand in the same degree of kindred to the intestate but when some of them do not stand in equal degree with others they claim as representatives of their Parents which is per stirpes — there must therefore be claimants in different degrees in order to have any of them claim per stirpes — If there are no children the widow takes half — the other half goes to the next of kin —

Ex^{rs} and Admin^{rs}

1872

The presentation never ceases in the descending line, - If the intestate has left children or descendants there is no difference in distributing - Children of the whole have no preference over those of the half blood - A posthumous child is entitled to share equally with the other children In the descending line no distinction is made between males and females Distribution is not to be made till a year after the decease of the intestate so that a posthumous child may be in life - If there is no widow the child or children take the whole If there is a widow but no children, she is to take half, and the other half is to be divided among the next of kin and their legal representatives, without distinction as to males or females

1814 Es and allens

whole or half blood, or whether the property came from the paternal or maternal side, all in equal degree take equal shares —

Who is next of kin? In the ascending line there is no difficulty in computing the degrees of kin — In the collateral line you must begin with the nearest and count up to the common ancestor of the deceased and claimant, then down to the claimant and the one next come to first is next of kin. This is the mode of counting by the civil law, In the collateral line there can be no representation after brothers and sisters children — This is by a restrictive clause in the Statute — But by this is not meant that brothers and sisters ^{of} children cannot inherit at all

Ex^{ts} and adms

15-21

but that they cant take ~~as next of kin~~
by representation. ^{But} as next of kin they
may however distant their degree -
According to the Eng^l decisions this is
the mode of distribution in all cases
except ones, which is that of preferring
brothers and ^{sisters} ~~children~~ to the G. Parents
This has been a settled exception ever since
the decision of Lord Hardwick in the
case of Evelyn or Evelyn. reported in
1oth and 11th.

If there are no children the Parents
are preferred to all others. but if they
are both living the Father will take
all - if the Father is dead the mother
takes all - If the Parents are dead
the brothers and sisters take all per
capita - if some of them are dead
leaving children they will take by
representation. what their Parent would

have taken — But if the brothers and sisters are all dead leaving children these children will take her estate being all in equal degree

A ^{father} J. excludes brothers and sisters children
A great & father takes with them and with
Uncles & Aunts —

In Eng and in some of the states there has
been an alteration of the Stat of Car 2
but none in Conn — The ^{statute} 2nd enacts
that if after the death of the father either
of his children dies intestate without
wife or children in the life time of the
mother she shall inherit equally with
the brothers and sisters of the intestate.
When there are brothers and sisters the
mother is degraded to the rank of a
brother and sister. but in no other case
next of kin in this statute means next of
kin by the blood and not by affinity

Exr and Adms

154

In Eng if there are no next of kin the prop^y goes to the Crown. in Conn to the State treasury - where there is no statute the Judge thinks it would go the first overland -

The Stat 29 Car 2. gives the ^{surplus} property of a deceased wife to her Husband after paying her debts. In those states where there is no statute like this the Husband the Judge thinks must distribute the surplus to her next of kin. In Conn there is no such Stat. - If any of the children have received their portion in the life time of their father it is to be counted to them when distribution is made. In Eng. a liberal education is not considered an advancement or portion - in this ^{state} the Judge thinks it would be. a commission in the army is an advancement in Eng -

134

Eyes and all men

If the advancement is greater than
the portions of the other children
they have no remedy. If the estate
is partly disposed of by will and a
legacy is given to one child that is
counted to him as part of his portion.

3. D. 10317 2 D. 1041 356 D. 8
of ca. 16. 149

As to the mode of computing degrees
of kinship see ves 334 2 D. 7 '8

D. 1141. 2 B. C. 315 2 ver 335 D. 10. 25
595 2 C. 11. 113 Co. L. 123 Lord 78

2^d When there are descendants of the
intestate and in unequal degrees see
4 Burnt. Cat. D. 867 Lord 72

3^d As to posthumous children see ves 156
2 C. 11. 115 4 Burnt. Cat. 366 ves 81

4th When all the claimants are in equal
degree see Arch 754. 2 C. 11. 115 3 D. 10. 25

Ex 1 and Adm 1

186

5th Representation among lineals
vide PM. 29 or 25 -

6th Representation among collaterals PM. 594
2 ver 233 PM. 28

and when all the claimants are in
equal degrees - ver 213 - Atk 454

2 Ch 527. Salk 252. PM. 41

that brothers and sisters are preferred
to E. Parents see 2 Atk 702

8th The half blood take equally with
the whole blood. ver 437 2 To 124
PM. 53

The claimants shares vest instantly
on the death of the intestate. who
in some cases for ever by his
otherwise 2 Atk 18. Salk 229. 2 ver 710
3 PM. 49.

If a person entitled to a distributary
dies this before the distribution
is made his heirs are entitled to

it - this is the consequence of the
 preceding rule D W. 49

9th It matters not whether the claim
 ants are paternally or maternally
 next of kin. 4 Burr. 339

10th The Stat of Jac. degrades a mother
 to the degree of a brother or sister 4 B. 339
 2 D W. 344

The Stat of Corn is a complete one, and
 is somewhat difficult to distribute into
 it All property ~~for the same reason~~
 in Corn. Where there are descen-
 dants it is exactly as ^{in the Stat of} in Eng.
 And in the ascending and collateral
 lines all personal property and all
 real property which a man obtains
 by purchase, except by devise or gift
 of gift from some ancestor goes the
 same course and land which a man

acquired by descent. died of gift or
devise from an ancestor. may go
the same route with personal prop^y
but in other cases it may go a different
one

In the ascending and collateral lines
our Stat differs from that of Cal inasmuch
as it prefers brothers and sisters of the whole
blood and their representatives to Parents
and is also prefers brothers and sisters of
the whole blood to those of the half blood
If there are no lineal descendant. our
Stat expressly provides that the brothers
and sisters of the whole blood ^{and their legal representatives} shall
stand next in order. if none of these
then the Parents stand next if no
Parents then brothers and sisters of
the half blood; and the Judge contends
to their legal representatives tho this
is disputed - After this our distribution
now is the same as under the 11 Cal 2nd

189.

Estate and Allotment

If real property comes by devise or gift
 of gift from a stranger, it is distrib-
 uted the same as personal estate.
 If then an intestate dies without issue
 his estate will go to his brothers and
 sisters, ^{and their legal representatives} in preference to parents and
 to parent in preference to brothers and
 sisters of the ^{half} whole blood, or to nephews
 and nieces. The some have contended
 that brothers and sisters children
 shall take equally with the parents
 but this is not the case for there
 can be no legal representatives when all
 are in equal degree as nephews and nieces
 are when the brothers and sisters are all
 dead - if no parents then to brothers and
 sisters of the half blood - if none of
 these then to brothers and sisters children
 of the whole blood, for ~~brothers~~ the whole
 blood is to be preferred to the half blood
 - exceptant, and with these understood

Ex = and adms

1842

ments will share - If there are no
brothers and sisters of the whole or half
blood nor any Parents the statute
then provides that the estate shall
go to the next of kin and their legal
representatives - This is evidently a
mistake in the printing of the statute
for the words "legal representatives"
ought to have been inserted after the
words "brothers and sisters of the half
blood" or else the statute contradicts
itself for in another clause of the statute
it is expressly said that representa-
tion shall not extend beyond
brothers and sisters children, yet as
the statute now reads, representation
may take place ad infinitum -
If there is no whole blood in the case
you will proceed exactly as in the
statute of Char -

As to estates which come by descent

Deviser or died of gift from some line
 third or ancestor, the statute provides
^{if the deceased left no issue}
 that such estate shall descend in equal
 shares to the brothers and sisters of the
 intestate and those who legally re-
 present them of the blood of the person
 from whom the estate came but if
 there be no brothers and sisters nor legal
 representatives as aforesaid then such
 estate shall go to the next of kin ^{blood} of the
 the person from whom the estate came
 or descended - After this the estate de-
 scends in the same manner as an
 estate purchased with the intestate's
 own money -

There has been some dispute as to
 the meaning of the words of the
 blood &c. originally these words meant
 lineally descended from but now
 they mean related to, they have been

and both ways - that they must mean
demanded from, I think is conclusive
from the fact that the Stat. has pro-
vided for all the estate, which would
not be the fact in many cases if this
was their meaning as where an estate
by Devm or deed comes from a person
not an ancestor, e.g. from an Uncle
Besides ⁱⁿ the St of Ohio the words
proximo de sanguine are used and
mean next of blood or kin and have
so translated into Eng^l -

Made abstracting yet Ex^r and adm^r
The body of an Ex^r or adm^r is not liable
to answer for the debts of the testator
because the suit is agt the prop^y of
the deceased in their hands, who are
nominal defendants. They run
more than ^{as} Ex^r or adm^r and pay
out agt the prop^y.

152 Exs and Adms

If the Ex^r does not satisfy the Cr^y
the officer Just^s returns nulla in se
you then issue a scire facias bond
on the former Judgt^s of Ex^r the
object of which is to come upon the
Ex^r's own estate - nor can you meet
his bonds in this case. All Judgt^s is
rendered on the scire facias. and then
you may take his body or estate
Ex^r can plead anything on the
scire facias which might have been
pleaded in the first suit, he can plead
nothing only what has happened
since the Judgt^s Com 241. 2 Ben 436
439 7 M 182. Sand 219. note B. 30

Devastavit The mode of proceeding
in Cr^y in case of a devastavit I know
not. This however is clear that when
an Ex^r is sued for a Devastavit

Ex^rs and adm^s

104

h^ou^oz g^ou^oz d^oz b^ou^oz p^op^ori^oz

There are certain acts which render
the wills less than they should be
but the Ex^r is not liable for a de
vastation as if an Ex^r refuse to in
ventorise an article then thing it does
not belong to the testator's estate
This is no devastation, but a breach
of the bond and application must
be made to chanc^y -

If the assets fall short by any will
but negligence of the Ex^r is a de
vastation as if he sells articles for half
their value or embroils them or
if he pays inferior debts first, it
may be a devastation - for which he is
liable out of his own estate. Com 254

2 Bac 430

Before the practice of chancery bonds
obtained it was a devastation if the

Ex^r did not collect the penalty of
forfeited bond. but he not so now

Cro C 491

A Ex. compounds for much less than
the value of prop^y belonging to the
estate, which has been taken away as
it is a devastavit, or if he submits
to satisfaction and they are less
than is due he is liable for a
devastavit, if more value have been
got. Cro C 48

There is a distinction of a judgment ^{that the} voluntarily
payment of an usurious bond is
a devastavit. The judge does not
like this, but I see not how it can
be otherwise. Hob^t 157. May 12/9

In New Eng. it is not common to bring
actions for a devastavit - In Court
devastavit can't be bro^d, because

The Court of Probate is to determine
and that the estate is either solvent
or insolvent. If solvent the Ex^r can't
bead want of assets, and must an-
swer out of his own estate if there
are not enough - if the estate
was insolvent an average must
be made and if the creditors sue
me for a devastant, it would
destroy the average - If the
Ex^r has wasted the estate assets
must be had to the bond.

If Ex^r suspects that property of
the deceased is in the hands of
third persons of which he has
no proof he may file his bill
in Chancery and compel a discovery
on oath, which will be good law
in a Court of law - The bill

267

Ex and Adms

may be filed for the discovery
and relief both - ver 100. 2 at 120

We have a statute enabling a Court
of Probate to do this

When an Ex or adm is in failing
circumstances, the parties concerned
may apply to Chm^y and have him
removed or compel him to give se-
curity. 2 ver 269

The contract of the testator binds
his ex - tho not named but not
the heir unless named -

When land is ordered to be sold at a
certain day and before the day one
of the parties dies, still Chm^y will
compel the Ex^{or} of the agreement
and if the obligor dies the money
must be paid to his Ex^{or} - if the
obligor, his Ex^{or} must pay the money

Cas and adms

168

If A agrees to pay a sum of money to such a person as B shall name in his will, and B does not name any one still the bond is good and B's executors may recover it Hobt 99

If a legacy is charged on land application must be made to Chancery to compel payment. But if land is given by devise and the devisee is charged to pay a sum of money the money may be recovered at law ~~on the case~~ when the devise accepts of the devise for by so doing he is bound by promise to pay the money
3 P W 575

When a man appears to his Exr and makes him promise that he will pay a certain sum to a certain man Chancery will compel him to execute it see 125 Wils 127—

169

Exs and adms

A Ct of Chy will in certain cases com-
pel an Ex^r to give security for
the payment of a legacy as when
the legacy is not to be paid for
a long time. 2 Ch Ca 152

If an Ex^r is indebted to the testator
he is trustee to that amount for
creditors and legatees. 2 Com 214
Chy Ca 292

If an Ex^r commits a devastant
which benefits his own estate and
this his Ex^r will be liable for it
Chy Ca 259

If an Ex^r pleads non est factum
to an instrument executed by his
testator he shall not shew down
this plea and plead plene admi-
is bound for by pleading ~~plene~~
non est factum
~~admi~~ he admits that

he has a petter, nor can he have
acted in Char? in such case

2 Att 292

An Ex^r is never comp^lable to plead
the Statute of Limitations. Att 524

An Ex^r is allowed to retain the in-
terest on a debt due to himself
from the time of testators death
till he appropriates the testators
property to pay it 2 Att 409-

If personal prop^y is given to one
for life with remainder over the
tenant for life must make out
an inventory of it and give to the
remainder man. but is not obliged
to give security that the remainder
man shall have it - for it may
be a perishable article and if per-
ishes the remainder man cant have

177

Exs and adms

have it. 3 P. 11. 334.

If the testator directs his Ex^r to pay
a particular debt naming the amount
of it, if it is not so large as the
Ex^r supposed, the surplus goes to
the Ex^r.

An Ex^r bequeathed his estate among
his relations and afterwards acquires
other estate, he also gave his Ex^r
a legacy. Chas. 9 denied the Ex^r to
distribute the afteracquired estate
among the legatees, - 2 Vern 169

Finis

Journal at Law

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18th 24

... I must ...
 ... uniform ...
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 ... must ...
 ... during ...
 ... of it

173

and in some cases it is necessary
to continue

It must be uniform in its
rule - it is as for a rule
of local customs in France
they are not uniform

18th & 19th

Edward has in a rule of justice
concerned, the rule has
civil conduct

The rule is "prescribed", and
has been before it appears
and, how no law should have been
prescribed effect, but as in the
in Eng & 6th as an example
the law of France from the 18th
cent, the first as a law it
was is a general law from

of the genus, it
is common

Vol. 386, 391,

"Superior Power,"

12th 46, 90

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194

26. ~~My~~ ^{goods} we

reference to it in the
last effect to conclude
in regard to the
conclusion of
L. B. 172

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The reason why I
had not been able to
the House of Commons, the
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M. Linn. in *Linn.* vol. 10
and in *the*
The *Philosophy* '68.
us, *in* *the*

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186 54 67

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186 63, 68, 2d 31

186 ...
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[Faint handwritten text at the bottom of the page]

1044 001 09

[illegible]

174.

174. *Th. dimorpha* (H. & A.)
Th. dimorpha (H. & A.)
Th. dimorpha (H. & A.)

2 *P. ...* ...
 on ...
 1885 24,
 ...
 ...
 67

The following are the names of the
 persons who have been elected to the
 office of the Board of Directors of the
 City of New York, for the year 1863.
 The names of the persons who have been
 elected to the office of the Board of
 Directors of the City of New York, for
 the year 1863, are as follows:

The latter is a ...
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... 1840 ...

30th Dec 1877

259 401 407 2 12-1-91

310, B. l. l. 248, 1 2

61' 25. 37. 11

181

and must go to the gang to collect
 their bones, and the 12 and 13

2 Dec 12 15. 1882, 1

P. p. 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

Long 72, 73, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

Bill. 23, 109

How to be proved by 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

the one to be seen 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

unusual

at the top of the page

and have a good view of the

1st of the month of the year

2nd of the month of the year

3rd of the month of the year

4th of the month of the year

5th of the month of the year

6th of the month of the year

7th of the month of the year

8th of the month of the year

9th of the month of the year

10th of the month of the year

11th of the month of the year

12th of the month of the year

13th of the month of the year

14th of the month of the year

15th of the month of the year

1882 70 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

183

[illegible]

The 6 hours of the day in the
 morning is very good in all
 cases, but absolutely necessary in the
 application.

St. Louis, and to the
wage on a regular

185

and if we do not know
your name we will try
to find out that of
that place we are in
our own.

Bert Quincey says
that it is better to have
one than to have none
at all. He says that he
has never seen one before.
He says that he has never
seen one before.

44 Key to the place

1st Nature of the Law
This is the law of the
State of the Law — The State
Nature of the Law — The
Country is the 6th of the

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100-108 Hill

000. - 40 in. 2.

12. 29.

Journal of Statistics

La p... et P...

Rich. Sal. com.

100

17

at the end of the road

Aug 2. Red Hills ~~mine~~

187

a 1st meeting - I think it is
 still yet, if the meeting is
 common a general, or all kinds
 are - all of them - but if the
 meeting is not common, or
 wants to be common, the
 chances & it is small

13th 55.4 18th 75

20th 11.1 21st 11.1 22nd 11.1

23rd 11.1 24th 11.1

In my opinion the meeting is
 not common, or all kinds
 are - all of them - but if the
 meeting is not common, or
 wants to be common, the
 chances & it is small

4th 11.1 5th 11.1 6th 11.1

7th 11.1 8th 11.1 9th 11.1

10th 11.1 11th 11.1 12th 11.1

13th 11.1 14th 11.1 15th 11.1

16th 11.1 17th 11.1 18th 11.1

... in

4 Pine: 40

It is a declaration of the 6th

I have the pleasure
to acknowledge the receipt
of your letter of the 11th inst.
and in reply to inform you
that the same has been forwarded
to the proper authorities for their
consideration. I am, Sir,
Very respectfully,
Yours,
J. H. 83

The above is a list of the
 names of the persons who
 have been admitted to the
 membership of the Society
 since the last meeting.
 The names are given in
 alphabetical order, and the
 date of admission is given
 in parentheses.

1. *ab. to young in green*
 2. *from natural position*
 3. *in green*

212, 1 Dec 1925

Ed: Nelson Stal

189th

Alfred Sturges

189th 1st 189th

7th to 459 1 300 330

It is a very good one and the
costs are not more than 100
and it is a very good one and the
amount is not more than 100
100 111, 189th
It is a very good one and the
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amount is not more than 100
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It is a very good one and the
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and it is a very good one and the
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The first of the series is the
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 and is the one which is the most
 common.

111 222 311

111

The first of the series is the
 one which is the most common
 and is the one which is the most
 common.

111

The first of the series is the
 one which is the most common
 and is the one which is the most
 common.

191

The representative of the
 nation is now going

Can. Mus. vol. 19, p. 10.

Violatore

1st In all the time I have been
to a country, in the
the coil, the same of the

1.04 87.50

The journal was written
The first journal was written
The second journal was written
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The sixth journal was written
The seventh journal was written
The eighth journal was written
The ninth journal was written
The tenth journal was written

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Nov. 17, 1888

I have been thinking of writing
 to you for some time but have
 been so busy that I could not
 find time. I am now in the
 city and will be home soon.
 I hope to see you soon.

1. 87 179 110
 1. 83 310

[Faint handwritten notes]

[illegible]

199

The first number of the
 collection is the second part of the
 before the second is a number

1880-1881 1881-1882
 1882-1883 1883-1884
 1884-1885

The second number of the
 collection is the third part of the
 before the third is a number

The third number of the
 collection is the fourth part of the
 before the fourth is a number
 of the collection for the year 1884
 is no special number
 have an office in the 6th
 street in the city of New York

Number 49, 80, 1, 11, 123
 29th 123

145

In some of the cases the
 ifa result is not
 even a constant
 and on the last case the
 for other cases, but the
 it is not the same
 other cases.

1. 1000

Rad. 1000

From the above
 results, it is seen that
 in the case of the
 it is not the same

1. 1000

1. 1000

1. 1000

It is seen from the
 results in the above
 in the case of the
 always the same

194.

1882 282 43 Ban 55-6

are also explanatory
of the other two in another
are the same ycom
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it in the same
the same.

600 195 100 32

1882 57 59 Ban 82 215

1882 88 260 82

the same is considered
the same is considered
the same is considered

the same is considered
the same is considered
the same is considered

1882 89, 160 47

the same is clearly much
the same is clearly much
the same is clearly much

197

month or more, with
 but a few the laborer
 nothing at all is done in the
 cotton, but it is not
 not dependent on the
 will of man, but on the
 of the power of the
 the laborer in the
 the laborer in the
 the laborer in the
 the laborer in the

[illegible]

Bellevue S. N.

1827, 1811, 1812

199

11. 11. 1900

1891

176

118, 100-100

the afternoon

gate 2. 6 lanes, 1000

gate 1000 ft. high
2000 ft. high

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The 11th of March a new law was
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Yours truly
 George C. C.

I have been thinking of you
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Yours truly
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 position of a man, he is not
 his most happy. He is not

22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-

The children are much interested in the
one mentioned and wish to see
the same. I shall be glad to
copy to you some. Some of the
the it does not give any
very small.

Barrel 382

of Hone. It is probable, however, that
another species is involved, and
must be described.

221

The

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1896

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1897

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2 Feb 70. 7

1878 Feb 21 1900 1600

13

of the same as it is in the preceding
 and the same as it is in the preceding

11-12-13 44, 4 Dec 505

11-12-13 44, 4 Dec 505

The following is a list of the names
 of the persons who have been
 in the office of the
 Secretary of the
 State of New York
 since the year 1800
 to the year 1850
 and the names of the
 persons who have been
 in the office of the
 Secretary of the
 State of New York
 since the year 1800
 to the year 1850

11-12-13 44, 4 Dec 505

11-12-13 44, 4 Dec 505

11-12-13 44, 4 Dec 505

The following is a list of the names
 of the persons who have been
 in the office of the
 Secretary of the
 State of New York
 since the year 1800
 to the year 1850

11-12-13 44, 4 Dec 505

11-12-13 44, 4 Dec 505

I am very glad to hear
 from you and hope you are
 well. I am well and hope
 you are the same.

[Faint handwritten text at the bottom of the page]

322

14. 7. 1909 6099

Book on the 2nd page

[illegible]

67544 227 1/2 15

2. *Staphylinus* *Staphylinus* *Staphylinus*

3 876

Does the rule allow for any
changes of cases of the rule
when it is in use in the
book of laws in the State.

The first of these is the fact that the
 system is not a simple one. It is a
 system of many parts, each of which
 has its own function, and all of which
 are interrelated. The second is the fact
 that the system is not a static one. It
 is a system that is constantly changing
 and evolving. The third is the fact that
 the system is not a closed one. It is a
 system that is constantly interacting with
 the outside world.

Wm. L. Garrison, Esq.
London 144 19

1913. 36-596

Jan 42, 1865, 1865, 1865, 1865

He has not the same
 power, and he is not
 as strong as he was
 and he is not as
 well as he was.

He has not the same
 power, and he is not
 as strong as he was

He has not the same
 power, and he is not
 as strong as he was
 and he is not as
 well as he was.

2. 1865, 1865, 1865, 1865

He has not the same
 power, and he is not
 as strong as he was

227

1870 May 10th

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229

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37.4, 40, 117, 116, 116

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1900-1901

1913

1914, 1915, 1916, 1917

1918, 1919, 1920, 1921

1922, 1923, 1924, 1925

1926, 1927, 1928, 1929

1930, 1931, 1932, 1933

1934, 1935, 1936, 1937

1938, 1939, 1940, 1941

1942, 1943, 1944, 1945

1946, 1947, 1948, 1949

1950, 1951, 1952, 1953

1954, 1955, 1956, 1957

1958, 1959, 1960, 1961

1962, 1963, 1964, 1965

11 Geo. 87 284, 1 Geo. 41

4 Geo. 553, 2 Geo. 44

There may be a number of
a certain number of
friends, and that the good name
is not lost

and that is the case

and that is the case

The tendency of your law
may be placed in what amount
for an end to the proceedings for
the same offence, and
it may be placed in law, but
that is not correct, the ten-
dency of a law is not to be
placed in law

6 Geo. 261, 1 Geo. 41

A person committing a crime
ally has a right to be
recommenced the law
from, by doing the same

...the right, which is
...perfectly good,
...the action is
...the action is
...the action is

1160 52, 1160 53, 1160 54

1160 55, 1160 56, 1160 57

1160 58, 1160 59

From the above it follows that
the action is...
...the action is
...the action is

1160 60, 1160 61, 1160 62

...the action is...
...the action is...
...the action is...
...the action is...

1160 63, 1160 64, 1160 65

1160 66, 1160 67, 1160 68

The law is such that
 legislation can release the
 whole hereditarily right
 is commenced by an individual
 real, but limited to the
 rights to release the
 state to determine a matter of his
 property. Having established
 law

2-11-17

When the individual is
 the usually best method of
 being can discharge it
 of right can be done if not
 is brought

2-11-17, 2-11-17, 2-11-17

It is the law governing the
 the proposed legislation
 popular action might rather
 conviction is released the
 of the property the

... of the ...
 ... of the ...
 ... of the ...
 ... of the ...
 ... of the ...
 ... of the ...

... of the ...

19.

... of the ...
 ... of the ...
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... of the ...
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and they are in - infinite
 the whole, but in a paper
 of reproduction, the general
 is included on each side
 manner, it is usually in a
 manner - a whole picture
 of the object, and not in each
 and every part, you do not
 repeat; the form is not, the
 and the picture are not
 a whole picture. It is a
 against the whole jointly,
 the form of reproduction
 with the question,
 the main moral is not
 in fact

C. 4 290. 132. 220. 809.
 from 112. 112. 119

General persons are con-
 sidered as being together

in respect to the law, only one
 generally as to the law
 when several acts are done
 but one offender, there is only
 but one offender but one
 generally as to the law
 of course

The law is the same in all cases
 the law is the same in all cases
 unless they are otherwise
 unless by the law
 unless by the law
 he is entitled to a trial
 unless by the law
 unless by the law

239

Suren und Sime

In the same I shall give
 in it which it such
 according to the rules personal
 but the right to acquire
 to some in a different form
 but in a more personal
 for

because it is divided into
 three parts, the first is a
 money about 2000 Thaler in
 which are bonds notes contracts
 rights to acquire for some
 in some, & the second, on
 which for some in some

The first is the first part of the
 the second is an absolute
 which is all the first part of the

at the time of marriage, this
 is a contract ^{between} his wife & him
 that acquired by him only & that
 the wife nor her interest in it
 ever in it, nor can she have what
 ever interest may happen.
 This rule may operate in favor
^{of} the wife, in the case of a
 marriage: there is no transfer
 of the wife debt to the husband
 as there is of her property, he is
 only liable during cohabitation
 on the ground of coverture &
 not on the ground of having
 received property, but it can never
 have been what it ought to be
 for if the debt should be
 gone, it will be called against
 him, he and his representative
 are discharged, and I am not

and only look to it wife, who
 is not at all together but which
 has appeared to it husb & wife
 if I wife die before the husband
 then the creditors are entirely
 shut out & the debt, for the husband
 is not liable after the conversion
 is made.

10th 1508 3d 409, 412

When it is the only case in
 the whole of the law, in juris-
 prudence, and in law, but
 it is a principle from one to another
 with the relation or signification
 of the law. 11th 1508 413

And in the whole the creditors
 are for their being injured
 by the conversion of the property, for the
 husband has no property
 in the wife's estate.

during the year 1861. I
doubt, if I can find the
just time to do it, if I can
do more than to say, "I
8

[illegible]

discharge may be discharged
 without discharging
 in any civil case: if it
 is discharged because it must
 be discharged because it must
 be discharged in civil cases
 it is discharged at
 all events. There is but one case
 in which it is where
 the plaintiff is a woman
 before marriage. The suit will
 be made a bar to her sole and
 she will be taken on execution
 as if she were in her maiden
 name. Her liability on the part
 of the husband for the wife
 is not a security to
 the husband.

245

I shall now come to the
right hand side of the
construction, and shall
show that the structure is not
in the right hand side of the
construction, but rather in the
left hand side of the
construction. It is not
to be taken that the
construction is not in the
right hand side of the
construction, but rather in the
left hand side of the
construction. It is not
to be taken that the
construction is not in the
right hand side of the
construction, but rather in the
left hand side of the
construction.

With 417290 a line on

41

to the right hand side of the
construction is not in the
right hand side of the
construction, but rather in the
left hand side of the
construction.

I have been thinking of you very much lately, & wondering how you are getting on. I hope you are well and happy. I have been very busy lately, but I have managed to find some time to write to you. I have been thinking of you very much lately, & wondering how you are getting on. I hope you are well and happy. I have been very busy lately, but I have managed to find some time to write to you.

which only has (never) been
mentioned

2nd Feb 1858
2nd Feb 5

Then the above are the only
any mention of the property &
or of its value or for a valuable
consideration.

Agitation. Can show only that
is never a purchase of the share
it is the only one for money
and only purchase of the share
action. Since the introduction of
67 of 68 however it is now common
for one person to have a right
to property in which another has
a legal title, as if £1000 was given
to A. for the use of B. who
lately, to see the effect of the
acts of this kind how can it be
get at it, he must require it

[illegible]

[illegible]

and the interest and
 principal of the same
 to be paid to the wife
 of the said John

£ 40 00 00

1842

The said John has been
 appointed a Justice of the Peace
 for the County of Middlesex
 and has been sworn in
 for the same

£ 10 00 00

1843

The said John has been
 appointed a Justice of the Peace
 for the County of Middlesex
 and has been sworn in
 for the same

£ 10 00 00

There is a great deal of much
 magnitude growing out of this
 law on which much has been
 on which there is a variety of opinions;
 it seems to grow this, the law to which
 as being union is connected with the
 is union of his wife, to which he is
 one bound to distribute the same
 of the rest of his, and that it is the
 duty of the husband to do so, the
 choses not reduced to his possession
 at 62 he is bound to do so, and
 of the law, and the law is the
 property of the law, and the law
 place, and the law is the law
 of him, but it is contained in the
 question is now agitated in
 of the State, that the law is
 entitled to the same, and the
 he is so entitled by the law
 rights, but there is if the law

1891

Long Hill. In the morning
 full of rain. Found a few
 of the old & the new ones
 together. It is a very old

525120

[illegible]

I am of opinion that the
 Church of England, in its present
 condition, is in a state of
 decay and ruin, and that
 it is necessary to reform
 it. I am of opinion that the
 Church of England, in its
 present condition, is in a
 state of decay and ruin, and
 that it is necessary to reform
 it. I am of opinion that the
 Church of England, in its
 present condition, is in a
 state of decay and ruin, and
 that it is necessary to reform
 it.

288

not before that at 6 hours, but only
 enforced the penalty, the fact
 was found on my other side, that
 by 6 hours they were permitted to
 return the wages, but after 1
 hour of the night, the wages
 were not paid in any form
 of it. Charles Smith, a witness
 of the state, there is no doubt
 as to the 20th and 21st of the
 following year, but in the
 year that is the state of the
 it has been established that the
 state is the owner of the
 now on the subject of the
 decision, as to the case, but
 it was to have been decided.

The house could not be
 removed, for the real
 and he can have any of it
 or all in

4th Dec 18

they will remain to the wife
 and the husband's part of the
 property is to be divided at
 the death of the husband which is
 the law in many states.

March 15, 1845, P. 415
 1845, 270

The law in many states is such
 that the husband's part of the
 property is to be divided at
 the death of the husband which is
 the law in many states.

March 15, 1845, P. 415

The law in many states is such
 that the husband's part of the
 property is to be divided at
 the death of the husband which is
 the law in many states.

289

They will go to him and
like any other case in which
the principle of justice
is involved, we are not
is necessary to consider it, but
the title is not at the same time
which is not the question in
case; against it is the
assent of the people, and
the party given up to it
is the result of the
transaction, and the title is
to the land; also, the
only way to have it
be a good title, and
which is not the case
but the wife, in the
will, she is entitled
right, during it

I have been thinking of
writing you ever since, so
let me write you a line
of welcome and love.
The English people in the English
Colonies are in England not
satisfied in their situation &
wondering why they are there
and what is their duty
to do. It is well
known that many
of the English people are
not satisfied in their situation.
I am sure the challenge
has been made to
the English people after his
death and in order to bring
the English people to
the English people's
satisfaction. This course
is the only one
to take.

[illegible]

671231

21 June 1916

1000 342

If the work is done
for years about 1000

at which we have been
convinced for some time that
for ~~our~~ our, not only the
separation of the two
not intended, but the
separation of the two
prohibitions, and the
separation of the two
as the result of the
separation of the two

1878. 11. 13. 3

[illegible]

1st ...
 ...
 ... they are not ...
 ...
 ...
 ...

269

... it will be ...
 ... there is like ...
 ... which he must ...
 ... to hope ...
 ... and is ...
 ... is ...
 ... the ...
 ...

... of the ...
 ... all ...
 ... only ...
 ... give ...
 ... but ...
 ... and ...
 ... by ...
 ... of ...
 ... vision ...

[illegible]

卷八

[illegible]

I have been thinking of writing to you
 for some time but have been so busy
 that I have not had time. I have been
 very busy with the work of the
 school and the first of the year.
 I have been thinking of writing to you
 for some time but have been so busy
 that I have not had time. I have been
 very busy with the work of the
 school and the first of the year.

c. 15L 295

[Faint handwritten text, likely bleed-through from the reverse side.]

275

[illegible]

I have the honor to acknowledge
 the receipt of your letter of the 10th
 inst. in relation to the payment of
 the interest on the loan of \$100,000
 made by the Government of the United States
 to the Government of the State of New York
 for the purpose of purchasing the
 bonds of the State of New York
 for the redemption of the same.
 I have the honor to inform you that
 the same has been forwarded to the
 proper authorities for their consideration.
 I am, Sir, very respectfully,
 Your obedient servant,
 J. M. McKim

J. M. McKim
 107 Nassau St. N. Y.

The State of New York
 for the payment of
 the interest on the loan of \$100,000

[illegible]

27

special case. The first case is the case of a
 single point. The second case is the case of a
 line. The third case is the case of a surface.
 The fourth case is the case of a volume.
 The fifth case is the case of a manifold.
 The sixth case is the case of a metric space.
 The seventh case is the case of a topological space.
 The eighth case is the case of a vector space.
 The ninth case is the case of a normed space.
 The tenth case is the case of a Banach space.
 The eleventh case is the case of a Hilbert space.
 The twelfth case is the case of a C*-algebra.
 The thirteenth case is the case of a von Neumann algebra.
 The fourteenth case is the case of a Lie algebra.
 The fifteenth case is the case of a Lie group.
 The sixteenth case is the case of a Lie manifold.
 The seventeenth case is the case of a Lie algebroid.
 The eighteenth case is the case of a Lie bialgebra.
 The nineteenth case is the case of a Lie bialgebra.
 The twentieth case is the case of a Lie bialgebra.

... by much
... her mother
... of the assignment
... of an alien
... the trust is
... date June 20th
... in mother
... be endowed
... down
... of the wife with an
... the trust in case
... of the wife
... contract between
... marriage
... of the property

not persons. I must be in-
 vited in some manner that
 she will be able to do the en-
 joyment in some degree and
 convenience is at an end. It
 must also be of a comfortable
 kind. I have a great deal of
 time and money, but I will
 not be satisfied if she has not
 an independent income. The
 she was very poor when she
 made it. The money from
 the car. The last day she was
 there. I must be in some manner
 when it is not convenient for
 people to be disappointed. It
 is very probable that I will
 for the rest of the year. It will
 be made to it with some to
 one in front of the car. It
 also is not in the car.

11

went to the red cedar
 and made out the wife
 in such a manner that she
 took her such with the most
 regard to a husband other
 than in relation to jointure
 in her husband's will. I
 will not say and I dare, if it
 be done in her husband's part
 to make out to her for her
 wife, it will be never, if
 the man in his will will
 not make her never, but it
 will be the wife's duty to
 have what she shows her
 to have had lost.

When ever a will is made a man
 that is giving the wife
 personal property, such
 property was absolutely it
 to the wife and her

...some by giving
...cases only
...time

...I don't know his
...only in
...is not
...any case will be
...wrongly;
...mortgage
...paying
...if it
...

...

...only on these
...to receive
...I whole sum
...till time
...to be
...to be
...

I have been thinking of you very much lately
 and wondering how you are getting on. I hope
 you are well and happy. I have been very busy
 lately but I have managed to find some time
 to write you. I have been thinking of you
 very much lately and wondering how you are
 getting on. I hope you are well and happy.

The first thing I noticed when I
 stepped out of the car was the
 cold air. It was a sharp contrast
 to the warm blanket of the car.
 I shivered slightly, but then I
 remembered that this was the
 first day of the new year. I
 took a deep breath and smiled.
 It was a new beginning. I
 was going to make the most
 of it. I was going to live.
 I was going to love. I was
 going to be. I was going to
 be. I was going to be. I was
 going to be. I was going to be.

I have been thinking of writing
 to you for some time but I have
 been so busy that I could not find
 time. I am now at the college
 and am very busy. I am
 very well and hope you are
 the same. I am very
 affectionately yours, your
 friend, J. H.

The books and maps &c.
 Proper to a library, the
 Library of the University of
 Cambridge, for any one
 who is the wife of a
 countryman.

[illegible]

persons to sell the whole estate
alone for the best price in the market
if such a sale could be made
then it would be the best way to
what they would receive for it
but at all events the estate
must be sold for the best price
as first it was sold for £1000
then for £1200 and then for £1500
and finally for £1800
16th Dec 1811. The estate was sold for
£1800 and the proceeds were
used to pay the debts of the
deceased and the balance was
paid to the surviving wife and
children. However in 1812 the estate was
sold again for £1500 and the
proceeds were used to pay the
debts of the deceased and the
balance was paid to the surviving
wife and children. However in 1813
the estate was sold again for
£1200 and the proceeds were
used to pay the debts of the
deceased and the balance was
paid to the surviving wife and
children. However in 1814 the
estate was sold again for £1000
and the proceeds were used to
pay the debts of the deceased
and the balance was paid to
the surviving wife and children.

[illegible]

no one

the only way to get the
the power of the law
concerning education, as to the
resolutions, that is the only way
etc, also with regard to the
first revenue into the hands
of the State. The money paid
in a suit for the same
he cannot be allowed.

He is now in the
good house of the
house of the
on the same
entitled to 54

bill 89, 100

11.00 300. 6 1/2

66h 90, 100, 11

The wife is entitled to
money, because from
...

...at ... occasions ...
... for the ...
... to the ...
... for ...
... consent ...
... on ...
... 140.

140 025 87 ~~500~~ 504
140 500 150 97

... of ...
... some of ...
... wife ...
... for ...
... here, in any ...
... is ...
... for this ...

... questions ...
... for any ...
... person.

The action in general is to be
 the wife's own, and the husband's
 only as a matter of convenience. It is
 in consideration of this fact that
 the action is in South Carolina
 for maintenance, and the husband's
 duty is, the obligation of
 the wife's affection for the husband,
 a most serious and important one
 on the part of the husband is a
 tender and affectionate one to
 his wife, and the wife's duty is to
 be a good and affectionate wife,
 a good and affectionate mother,
 not where the husband is
 to the maintenance,
 as in the case of the
 maintenance of the wife,
 but where the husband is

77-001 77-003

[illegible]

17
From the ...
the ...
try, it ...
circumstances

... 17, ...

... 18, ...
... ..

Of the ...
... ..

That at the present time is very
uncertain. ...
thought ...
... ..
... ..
... ..
... ..
... ..
... ..

... ..
... ..
... ..
... ..

... ..

The husband is liable for
the maintenance of his
wife and children
towards,

The marriage is liable for the
wife and children of all
things concerning her
it does not depend on her
property and the wife
is liable for all things
which she has in her
for the husband.

1. That the husband is liable

for the wife and children

The debt of the husband is
transferred by the marriage
to the husband, because if there
were no husband the wife
at any rate and the husband
charged with the wife and children

of the court. The granting
of a writ of habeas corpus is that the wife
is entitled to her own will in her
own home, unless it is
shown to be liable to
be a source of trouble to her
and her property. The mere
fact that she is not an im-
moral woman, that she has never
been guilty of any crime, and
that she is a good mother, best
of all, that she is a good
woman, is not sufficient, and if
she is a good woman, the discharge
of the writ is not an
absolute necessity, but
it is a discharge as
a matter of fact, it is not
a discharge on bail;

hail. The suit was not on
on topic for the suit, and left
the case. The court was
if he is with a book for
a battery committee to be
and the house is a
he is not the tax, the
did not have been an
seen as a result of

if executed in the
house and the
be taken in the
alone, while the
owing to a
but if necessary, for
to discharge

1. by 1107 11 22

Harm 1107 90

1107 49 11 1107 49

[illegible]

must be collected and sent to
London during course of time, there
is one case where it may be col-
lected after first visit is made
from to the rule, the
the collection of the
shows a fine example of the
of the collection of the
collection of the
that look upon the
the book is the
of the book is the
the book is the
before the book is
to be sent to the
the book is the
the book is the
it is precisely the
the book is the
the book is the
the book is the
the book is the

and the whole have been
considered not at all during
the week; and is certainly more
than an average in the whole
of the year.

1822 17th Oct 6.

No change committed
at the time.

If the woman is a free person, or
 a slave, in this country, she is
 not bound by the laws of the
 state, or the laws of the nation, but
 she is bound by the laws of
 the nation, if she is a free person,
 and she is bound by the laws of
 the state, if she is a slave. This is the
 only difference between the two.
 If the woman is a free person, she
 is bound by the laws of the nation,
 and if she is a slave, she is bound
 by the laws of the state. This is the
 only difference between the two.

order, both as to liability. If I
wronged you, it is your fault in
in your case, but against the
will, the is liable of course
the man is liable also on his
account during coverage, it
is precisely the same as in
the before marriage.

18th Dec 1891 L.A. 10.2

6th. 73

The next day I was in the
the bus and I was told by the
wife of the man.

Of the man's case, it is not
a case. The man is not
liable a good deal. The
case is in fact, it is
the man's name. The
government or corporation
is not liable, and it is

as he is alone,
for the purpose of the benefit, it
is not of the, as she may be
in the otherwise in the
disposition of the pieces, he is
not in for the piece, it is
in the between a small
which is in by by
of the in in at
the in of for the
the in in, &
the in for the
the in alone

11008 -

It is in that between
the in on
the in in,
the in to fulfil
the in, and

I want to know whether the
children if she is a son, her
mother she is more to be
loved for because I am
if we practice the law of
law, the is a law of
but the law is a law
of the church and
to a law of the church
must be it, if it is a law
not a law of the church
because the law is a law
the law is a law of the church
not a law of the church
tion to this rule of the
name, which is a law
between the law of the church
and that is what is a law
is a woman, who is a
property, who is a

of course - I am almost
certain that while before
arriving at the bush land
we shall soon arrive, yet he is not
certain. The most probable is
that I shall order to be driven
down to the river, which
I can do in a couple of days
and then I shall be able to

172. 192. 222. 1.9

[illegible]

[Faint handwritten notes]

That the committee on
 (the subject) under the coercion
 of the public opinion, have
 been so ordered is manifest
 from the fact, that for a long
 time past, the committee, tho'
 composed of the most prominent
 members of the community, the wife
 of the President, have been at
 the President's residence.

6455-7-

In this marriage
 and to each,
 we have been
 a state of nature
 in our

The wife is called in one case
when under the impression of
a vision of her husband in which she
thinks a brother, the wife can
not be called, or after I say,
for any crime which is com-
mitted by the husband, particularly
as an accomplice for the purpose
of the case. I have heard
from having a copy of the
statute in a case where the
civil relation between the husband and
wife may be an exception to
the rule in a case where the
wife is called to testify for the
husband. I have heard of a
case of adultery where the wife
to her husband has been called
in testimony. It is true.

There are certain cases
entered into the statute.

8 with the 2^d his house and
the wife of, the various
matters will be the subject of
my present considerations.
It is an indisputable rule
that the wife may be allowed
to sue as well as to sue ~~the~~;
in cases where contracts are
made by her husband only on the
ground of a joint fact, or at least
jointly made, the wife is not
bound to sue with her husband
but she may sue alone. She has been
held to be a party to a contract
made by her husband alone on the
ground of a joint fact, as where he
made a contract, and she dis-
sented from the contract, as where
she was a party to a contract of 22

article may be, he is bound
by her contract.

1 Dec 1788

By the same principle is bound
by such contract, as it is usual
by the custom of the country,
for women to make, as well as
wife purchase at a merchant
articles proper for herself or
children. This is customary
for women in the country to do.
it must be such articles as are
proper for a woman to use,
not such as are proper for a
man. articles, such as a
man does not use, must be
a note of a man's.

1 Nov 1788
Page 348

10. out for a long time, and
the whole is for the benefit
of the people in the country.

A 4th kind is when the
contracts for the purchase of
land are made. The land is
not in the hands of the
government, and the people
are not allowed to purchase it
at a low price. The land is
sold at a high price, and the
people are not allowed to
purchase it at a low price.
The land is sold at a high
price, and the people are not
allowed to purchase it at a
low price. The land is sold
at a high price, and the
people are not allowed to
purchase it at a low price.
The land is sold at a high
price, and the people are not
allowed to purchase it at a
low price. The land is sold
at a high price, and the
people are not allowed to
purchase it at a low price.

[illegible]

[illegible]

The commonest egg for hatched
and a few to several on
the surface of the water is the
one which is round &
has a small depression on one
side, and is without any
ornamentation or ridges, & is
white, and is about 1/16 inch
long, and 1/16 inch wide.
The egg is found in the
water, and is found in the
water.

11, 17, 18, 19, 20, 21, 22

12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22

The commonest egg for hatched
and a few to several on
the surface of the water is the
one which is round &
has a small depression on one
side, and is without any
ornamentation or ridges, & is
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The egg is found in the
water, and is found in the
water.

12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22

12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22

12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22

[illegible]

and I am sure that this was
the first time I ever saw
you. I was then the young girl
and you were the young man, at
least I think you were. But I
am sure you were a very good
boy. I am sure you were a
very good boy. I am sure you
were a very good boy. I am
sure you were a very good boy.

18th July 1881

18th July 1881

I am sure you were a very good
boy. I am sure you were a very
good boy. I am sure you were
a very good boy. I am sure you
were a very good boy.

I am sure you were a very good
boy. I am sure you were a very
good boy. I am sure you were
a very good boy. I am sure you
were a very good boy.

I am sure you were a very good
boy. I am sure you were a very
good boy. I am sure you were
a very good boy. I am sure you
were a very good boy.

I am sure you were a very good
boy. I am sure you were a very
good boy. I am sure you were
a very good boy. I am sure you
were a very good boy.

I am sure you were a very good
boy. I am sure you were a very
good boy. I am sure you were
a very good boy. I am sure you
were a very good boy.

18th July 1881

I am sure you were a very good
boy. I am sure you were a very
good boy. I am sure you were
a very good boy. I am sure you
were a very good boy.

I am sure you were a very good
boy. I am sure you were a very
good boy. I am sure you were
a very good boy. I am sure you
were a very good boy.

any other way than by claiming
a title in the title or the only way
that such rights to maintain
in the law created for her, not
from a title made by the law
this 30th 7th 208

Of course, however, the law
being in the hands

A very good general principle
only would be a negative principle
in some cases, but in others
absolute, but a very good
rule generally to be applied, &
cannot be said that it is an
own right, but a very good
would be a good law, but
but it is said that it is not
cannot contrast with
them because they are but
person in sight of the law.

[illegible]

... wife all on one day
... on his
... the wife
... 2/10 ... it to
... on his
... to be ...
... necessary
... to the wife
... I have

But in all the cases of separate property
or the contracts of the husband with the
wife which he can make and are
binding, are adjudged in Eq, in law
they are the same but one Ellsworth
But to this rule there are some
exceptions as where his marital
rights are not sometimes affected
in criminal cases

If the wife or children depart with cause, the
husb. is not support them at all events, if for the
out cause, he must except perhaps in the case of the
wife's elopement & adultery, But I quote B & give notice
that he will not support them abroad, but notice
is not necessary if he can prove they were fully
provided for at home. Since this is the duty of
every merchant to do he trusts the wife or
child, where they have not had credit before
the husband's approbation, to enquire of the
husb. whether the wife & child are not sup-
ported ~~or not supported~~ with every necessary
home, if they are there can be no ground for
the husband's implied promise to the mer-
chant's duty to find this out - These principles
as to children are laid down in 1 Com Co + 185
but they apply equally well to a married woman.

...at the same time, between
though it is not a separate
...the articles are re-
...in the ... is an
...

...that the ...
...himself
...as if the
... 337.

...and her to
...the
...is not
...the
...not necessary

...agree
...pirate
...each
...operation
...and generally
...person is used

the state then, remain in our
company,

This principle is recognized
in the 8th & 9th articles of the
Treaty of Commerce, in which
as all his movable rights
he has no right to be taken
the property of the state, the
articles are enforced only ac-
cording to the Treaty.

and the 10th

There are no other articles
they are not in the Treaty
of Commerce.

Crucifixion is not to be
in this nation. It is
for his voluntary, for
separation is not
consideration.

and if he has arrived here
supposed he is not liable
for debt,

Then will be entered
of Born 381, Dec. 8th 497
Aug 478, & tot 811.
2 Dec 490

Contract in which it was
made in 1790

For a wife and child of
my son and daughter, born
1st The husband is a person of 2
person of 2 wife, & the wife
is in the house of 2
house in all cases.

The wife is never to be
any contract & which it
is deprived of her house
when it can be house
over and over again.

and where the other of them
is known as it is of Beaver the
is bound to be contract
1822 305

the Beaver is a male right
and if it is, the contract is void
if it is a female she is
bound to be contract.

602 122 122 122, 122 122,

122 122

the Beaver is not in
the Beaver is in again
the Beaver is in.

122 122 122 122,

122 122 122 122

the Beaver is in again
the Beaver is in again
the Beaver is in again
the Beaver is in again

the Beaver is in again

the Beaver is in again

He'll never be a woman's
or repeat his life
and he'll be a woman's

18th & 19th

I know she can, for she'll be
the woman only in the
world

He'll be a woman's
alone all the time he's
and so the woman's
this only woman's
for she'll be a woman's
and so the woman's
it never be a woman's
she's more woman's
than the woman's
this can't be the woman's
her right

... of the ... , all
... , the ... can ...
23rd 11th ... ,
... on this point
... 11th 11th ...
... , but in this case, they
... or
... off
...
... , the
... 12
...

... 23rd 1895,
...
...
... , &
...
...
...

The 3 cases - 475 & 476,

there too there were no articles of separation in, & it is fresh and in its claim is not when he was married to

4, case 3 78 & 515,

there were no articles, no com-

ments, & case 578 & 51

there were no articles of separation, and

here the law is a party for will the same

and he remains in the right

of person or property

Case - 578 & 541.

The articles, and there is not a word to say

in this case there were no

articles of separation, & I

[illegible]

At the 12. P. M. the wind
shifted to the north and
the rain ceased.

The wife of John Williams
to her son and sister, Mary
and, she is born in 1829 and
elects to marry, and is interested
in her

The above is a list of the
 names of the persons who
 were present at the
 meeting of the
 committee,

The law is not, but it is
 is known, it is not
 known his name
 chooses to

There is a great deal of money
to be made in the

of the American is an
it only means that the
consequence is not good,

Learn of the State that what
is the first thing to do

is to be the first thing to do

then - and the first thing to do

is to be the first thing to do

of the first thing to do

may be the first thing to do

future

in the first thing to do

is to be the first thing to do

is to be the first thing to do

a few may be given in the

first, as an example of

and then the rest of the

of 11. I am fortuned in, not as to, to circulate in, an, the rats are
of 11. I am, and all her contrary, an. The ratified, but
descent's, a contract - Hence goes, this, the wife alone, then

to increase or to be 89 month

But in 4.29 and 1.00. ~~The last~~
I will be ^{to be taking them} at it, and, it will
in 2.00, but if the alone
it, the length may
it, by his art, the the
length of it with her own
will be at least in
if the
of ascent, his
after 8
the cost
if 12
the
money, for
the ten and 8
it is to dig in
my own reason

in before toward the us you,
they are brought in common, or
of Toronto will be the agents

If the same & same have been
of the same the way of it is out
recovered all our ar rest, for
they were joint tenants, as
before the war - for years
since, if the same it alone
his to make the same
rent, then the they were
joint it would be the same
at

18th Nov 49 68-45

If the wife is the same
has a house & it is the same
for paying it. The wife
is not liable to pay the rent
during her life, for the
wife is an ancient.

the other children have their class
from 1842, the wife being her
own mother's daughter
The wife is married with 11
children, but no other
10 all at 11, 9, 6,

1845,
the original contract
was made,

The wife has a contract
which is not to have any
other child but is bound
to the contract, for he has
no other child

The wife is married 11
children, but no other, but
only the contract

The wife is married 11 children
but if she is married for her
to have some children
but she is married 11 children
but she has only
one child, 6 to 40

PL 1210, 133

Where it has been said
 the wife is dead, where she
may join her, where they
must join to be united as
 I do,
 because the poor woman they would
 be joined with, as a living
 woman would never be so, so
 if she were alone and if she
 were before or behind, she
 would love her right to
 this is not fair,
 she is at the same time
 cause of it. And so it is

2. Let me suggest to you

That is where you is 17, and the
roomer comes, he can see alone
and when he can see alone

17. right mean will service
to 17 wife, for a lady or some
other serving, and when

you are alone but not if they
were joined before marriage

3. See the entry, 2 Dec 1871
at 11.15

17. right mean will service
to 17 wife, for a lady or some

other serving, and when
you are alone but not if they

were joined before marriage
at 11.15

17. right mean will service
to 17 wife, for a lady or some

other serving, and when
you are alone but not if they

1809-309 not com, 7. att 20,
The thing is no com when the
wrote me by our alors, when
the right would written to
the wife, but to his Ex,

1809 676 This is the great
as and it is my favour

Oct 10 ~~17~~ 17.

The can't be wife see alone for
the about 8 but because she has
no right in the land and is said, for
This

309 127. because she would
have the land only, for the land
is to be in the land, the
land is because she could
not have the land or damages, for
the land is not her own but
the land is taken

1809 156, 100th 114, 67077

82, 1844, 1845, 1846, 1847

6125

But in the end of the month
 has been in the city since the
 first of the month. The
 road between the 12th and
 Pleasant St. is a beautiful
 attractive one. The road is
 straight in the middle of the
 city, and the road is
 certainly the best in the
 city. But in the end of the
 month the road is in a
 state of repair. The road

of the fact that account
to me Ex. D is a new question
of the fact she is trustee, if
there is nothing else in the
case I think it differently
for I say to be joining her
I think her ^{by claim} ~~half~~ as much
to, I want to make them
self as trusts in common
or as in ten thousand
other cases but I can't
make this want of joining
her in the suit, if she was not
the monitor's cause —
the right is not a good thing
it is —

But there are cases where
the monitor's cause
is not a cause in itself
but a cause in itself
as in the case of the
fact, 18th 2. 6.

1840, 1841 in suit & delay, from
the time in the court money, but he has
an action for loss of company, for a name &

"As in this is no case either
the wife is the maintenance
case, she has ~~not~~ been joined

For the 15th, set in 1840
unless the contract is here entered
was the foundation of the suit
was a wife. This is true that
for a contract matter, unless the
promise is a wife, is a wife
of the 19th of the

question, Can the wife join

The wife in maintenance case
claiming for a husband
if there is a wife, is a wife
to the maintenance case, if
he might as well be a wife

There can any other - 1840

6977

in which the husband may
join the wife, according to
the wife if not attended ~~to~~
during cohabitation &c, &
also st. laws as a trajudicial
decision in 6. Jones

CC2 199

1. The husband & wife must
be joined placit if the ar.
has been separated with
the husband considers the
action as being brought &
the husband is more
likely to be in possession
of the property if it is
found that the wife is not
in possession

6. Jones is in possession before
marriage or for the
purpose of the action

in her right. all torts unfair
marriage, and after marriage
without his consent

1801 9, 348 Oct 351

For the 1st time
would be the
her of the court

For battery on her, 17. 1801
can be for his own battery
if join in another for battery
on her, 17. 1801
survive to her if not with
serving court

1801 9, 348 Oct 351

1801 9, 348 Oct 351
For the 1st time
would be the
her of the court

1801 9, 348 Oct 351

^{with}
Parental Decree

At 6 o'clock in the afternoon
the court was called, the
docket was read, the reasons were
then read & the court adjourned
until 10 o'clock. The 22nd
of 18, the court was called
and the case was argued by
the counsel but we are
waiting for the C. L. & when
they come it

It is the opinion of the personal
and the public at C. L. &
anywhere it provides
the court is the best
judge, this is promised
and reality — at C. L.

The court in the cases
is called if they are not
called

on Con was given by Trout
that the wife of Trout was
cut out of the book
curtesy, the 6 6 6 6
this decision, & the 6 6 6 6
reverse the last decision
and affirmed the 6 6 6 6,
but it was after 6 6 6 6
aggravately & finally there
was a 6 6 6 6.

It is said that 6 6 6 6,
is under 6 6 6 6 6 6
con. 6 6 6 6 6 6
by 6 6 6 6 6 6
the 6 6 6 6 6 6
in 6 6 6 6 6 6
on the 6 6 6 6 6 6
if the 6 6 6 6 6 6
was 6 6 6 6 6 6
but in a 6 6 6 6 6 6.

the most common for the
an interest in the law, now
in, including, the law, county
in the law, county, in the
law, county, in the law, county

the most common for the
an interest in the law, now
in, including, the law, county
in the law, county, in the

the most common for the
an interest in the law, now
in, including, the law, county
in the law, county, in the

1000 111,307,
1000 9, 1, 1000 101,

1000 111,307,
1000 9, 1, 1000 101,
1000 111,307,
1000 9, 1, 1000 101,

1000 111,307,
1000 9, 1, 1000 101,

10 Oct. 1964, from
 little ...
 ...
50 feet ...

1 Oct. 1964 10 Oct. 303 1 Oct. 1964
 2 Oct. 75, 12 Oct. 1964
 1 Oct. 1964 10, 5 Oct. 1964
 205, 10 Oct. 1964
 2 Oct. 518 10 Oct. 1964

This ...
 1 Oct. 1964
 ...
 ...
 ...
 ...
 ...
 ...

This ...
 ...

as a very good example
of the same kind of
construction, and the same
it

at the same time, the
construction, the same, the same,
the same is the same

the same is the same, the same
the same is the same

the same is the same
the same is the same
the same is the same
the same is the same

the same is the same
the same is the same

the same is the same, the same, the same

the same is the same, the same, the same

the same is the same, the same, the same

the same is the same, the same, the same

the same is the same, the same, the same

the same is the same, the same, the same

as that in Eng, and in a court
trial, the truth is a matter of
law, if they ever had a trial
our country would

But the world is not so simple
as the St of Henry, & if they were
it, so this is not a simple case
for we have a stand in the
case, we are exonerated from
the Eng. etc etc

Amblar 627

To marriage revocation
of the will

The will is not always a matter of
law, but a matter of fact, and in
such cases the law is not

the Eng. law will of course be
in the case, because the law

not more than during
conversion, & then may be long
& then may be a change of
circumstances, but in this
country I think she may
well during conversion, the
marriage is no revocation
as Peter will say in good
the division must have been
at the ^{conversion} ~~conversion~~ & ~~conversion~~
conversion & will, but
during she can't because she is
not in the ~~country~~ in this
country. But in large division
of ~~property~~ ^{chattels} ~~money~~, if not
received before conversion during
conversion is not revocable
during.

The separate property
during in personal &

real property, having conveyed
or when property is given to him
separate from, his other property.
has no interest in

Formerly these states were
given to the tree trees & the right
use as she chose. This was a
property 321th 595, 596
187, 188, 518,

But now the tree trees are not
given to the tree trees, but the right
to use 187, 188, 518, 519

and since the tree trees are not
given to the tree trees, but the right
to use 187, 188, 518, 519

to the tree trees, but the right
to use 187, 188, 518, 519

the tree trees are not
given to the tree trees, but the right
to use 187, 188, 518, 519

a number of the in village
to the garden and the heart
being, he is the best of the
society of the village and the
garden being, if no other is a point
the 15th, 30th, 48th, 89th

Perkins,

The single sink is better than
 two sinks as the water is
 cleaner. They are necessary
 not only to the sink but to the
 house. The sink is property -
 3 P. 11. 344, 5. 11. 689

My dear Misses, I am at present
aboard Mr. Thorne's

I will come on this morning as he
 is engaged, drawing counter
 for his own claim, then property
 is sold, but no sign of the
 money is to be seen, nor report
 of the money, nor when it is paid
 and the money is good, the other
 is the 149, Box in 2450

cont be taken in execution

And if the wife with her proper
release in her husband's right, she is
considered as giving it to the
husband & if she takes some
contract, receipt to him it is
paid to him

So whenever she permits her
husband to use her property &
nothing is said that he is debtor
he is not, it is a gift, for it goes
perhaps to 12 years

1st 2d 3d 4th 5th 6th 7th 8th 9th 10th 11th 12th

She may appear in court & request
all her separate property to be
to him & it will be for it to
get it herself & give it to him

I think her real property even
 to be separately, & fully, she
 can alone manage it, but if
 there be trustees for real prop-
 erty, she can sell the whole she
 has - I think I will

I will send you money to be
sent to Mrs. 40th

and the ... of the ...
Box, C. 33

600, 6th 1911
I wish to have with wife
some good reference property
in the building and
some, in private property

Let the wife pay to Ch for execution
tion of articles of separation, she
gave by ~~Proclamation~~ Proclamation
my -

Minor and committed to marry
under Ch the minors are
bound by the articles of settlement
if Ch finds this a profitable
contract 30th Dec 1792 Sec 140
for they 2 P Nov 1793

are capable of making the prin-
ciple contract & the other
should follow, nothing requires
it Ch need not of course always
enforce them contracts, but
will if in best
of child before marrying again
The wife shall have separately
all that comes by legacy &c, &c
is bound by his contract

marriage settlements after
marriage are not valid. The
voluntary creditor, if two
not at the time, is on all

2 P W 594, Eq ca at 354

1 Vent 199, 2 Eq 18,

for marriage is a valuable
consideration

Atk 121,

65113, 81, 121 64,

Vide the
book with 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

along with the debt to her representative was equal & valid
in law. I never

The settlements are of number for
several years, and at last the
German's before me, the
trust is now in the hands
of the German in all the colonies
this is necessary in law, and
practical in administration, and
as the effect of the settlements
are that the people is well
from the misdeeds, to the
effect so far as is concerned from
all misdeeds, if we have given
enough to support us, we
should not then extend to
others as well as the better
since the law cannot be
the credit on the misdeeds
can be settled, for the
the people, but we must
But if we have the German

it becomes a newspaper, & must
still, in a great measure, be
indifferent to the opinions of any
one, who might be. Retaining
the moral character, & he must
have a genuine credit, and when
it becomes a paper, the
public don't become a crowd
clinging to it as in the other
case,

The separation he is not bound ^{except} on
on the ground of special man-
agement, & articles or no articles
in newspapers but newspapers
it is enough and the person
is not bound for any thing else

for the paper is not bound by
any contracts with his
readers, but he is by expressed contract

2 Sec 148, 4 Coke 60,

This one in fact is a marriage
in consequence of will of real
property, & the one is being lost
not on 17th of January, but
by 1st of March 8, which does
not exist in the country. I have
been in a situation, but
on the married and single
of Jan 17.

I suppose a husband who is
in his 10th or 11th year, if he
dies, it will be his wife's
by his disseverance; & if he
dies, it will be his wife's
by gift, if there are no children,
but this is a question & I
am in my trustee, & I
is not a question if it is
first, but if not then

To know

If the wife should be bound
and her husband or the man of the
house in England then in this
country and if I consent
to come in good binding. It
is agreed, so of the substance
one is bound by a contract under
especially, in order to come by a
1 Roll 473, 1. 4 of each

2. 1. 51,

with 4 to agree to this contract

Full in the same case of most
in the same case as the man
of 70, the law is the same
and the same. It will be clear
that the law shall be bound
in the same, 70. This is not
principally

1. 1. 40,

In the case of her, she is not
considered as giving, or loan to
her family, but merely holding her
it
surely expecting to recover the same
should it be due the out of his hand
and recover it. if the creditors
are first in line

1000 400, 100 70 347

She is then a creditor, & quite
able to enforce her claim. This is a common
ground, & no one can object
The mortgage 100 70 204, c. to be 130
for this 70 60 200,
butting on her

She is the first creditor

10 70 200

The wife stands in the place
of the mortgagee when
is due, & must have priority

20 70 384

If the wife has a mortgage
 upon the premises, this is a charge
 upon the husband, & all the more
 because it is a charge upon the wife
 as a mortgage, if he sells it
 for any consideration - If he
 now collects the money he might
 keep back the land

2 Dem 501, On ch 4102,

But if he had sold it for a bond
 his bond is still the wife's &
 is not considered as redeemed &
 released, the wife's widow
 is not at it, it is redeemed enough
 from this

The wife can have more than
 a settlement, & when
 she is in her wife's, but
 if it is not more, she doesn't

longer. I don't, for the
more I see one I get, the
one is lost.

How has no settlement, the
State sees & supports him, but
if he has the law.

Burn just 324 9-

The long formerly, the
the law, the law, the law
a settlement, the law
and the law, the law
must be law.

The reason why the
city is not of interest
the city, if the
not about the
not in the interest.

his mother the person of an
city, this is nothing, the
curious is nothing ^{on} do
was the object,

At Harrow 2.521.

In some cases the story is
or if the man has been guilty of the
some other act then, I do not know
can reach a decision and this
a question

to if one has been guilty of a
crime of blood on the other
she is afraid of her life or that
Lily Hutton 16, Strey

and accordingly I do, his
position if the case is
and more similar to the
and on no other I am sorry
to be in the case, (here the case)
and it is undoubtedly

can by the law alone and there-
fore, the principle is some-
what dangerous, still it seems
to be necessary. It is to be
received & printed with
great caution.

A husband & wife may justify
a battery in defence of each
other but he has not any
right, he has not, other than
mans cannot join them,

They may take life in protec-
tion of hostility, the other said
if he found a man with his
wife ^{in adultery} (and she her maid) and
take his life, and she could

if persons are not equal in
rank, they cannot justify
of cover their, if the man married
legally or not is irrelevant.

1
His question,

If the one married, and not the
other, are the children ille-
gitimate, or is it not, for
normal marriage?

By C. L. it was understood that
the clergyman could marry,
that it was a sacramental
act, by D. L. it was given to join,
in order, then by D. L. to the
clergy, The Canon to clergy in his
capacity, by giving him in his country
for the Canon through the state
the Council, Provision & L
D. L. is, that contained in
that the marriage is not
binding, while the marriage
is a necessity, D. L. we can
say is, the only one
that is, but an act of

marriage is only public
neither is it a secret. It
remains a secret until the prop-
erty is in the hands of the
husband and wife. It is the
marriage is not a secret
and is not a secret. 18th 537, 6th 443
not a secret 2nd 442 -
Coulter 472.

Common law marriage is not
is not a secret, but is a secret,
the marriage is good & it
is a secret is liable to a person
If the marriage is not a secret
that is public & is not a secret
not a secret
The age of marriage is 16
if they are married before

they are disagreeing & always
when they are together can
do it 22-7, 26043

March 24 6 1/2 1/2 1/2

Suppose the marriage is
dissolved, must be the same
is it good? I think so — this

1. 1/2 1/2 1/2

must be more than
any other is good

Is the marriage?

Now is it limited to
one, & this is 61 men & one
woman & one of her of 61
men & one woman within it

It is decided by the civil
law, & you must
be up to the law of 8
men & one woman
which is the civil law

first common law, this is
the rule in our country,
that you can in any state
have forbidden this & the next
decide, This rule is in
the 1st in 4th, which is 6th
in this country. It is in
law & common law, & has
when times illud, for we
never find this law in
rule in the morning and arriving
from causes before we arrive
at measure & law or law
some as per historical cases
& the children of these
legitimate, but they
above illegitimate, &
as there is a more
from none & law, the
1845 547 1 - 663

May 11. 1897

5698, 6. 70, 1500 1021,

Oct. 4. 2. 1855.

1. *Chrysomelids* (beetles)
 2. *Curculionids* (beetles)
 3. *Chrysomelids* (beetles)
 4. *Chrysomelids* (beetles)
 5. *Chrysomelids* (beetles)
 6. *Chrysomelids* (beetles)
 7. *Chrysomelids* (beetles)
 8. *Chrysomelids* (beetles)
 9. *Chrysomelids* (beetles)
 10. *Chrysomelids* (beetles)

The Court in *St. James* will decide
whether, under the law as it stands,
and the constitutionality and the
not an any preceding case
so the children are legitimate,
The Court for fraudulent
contracts is only impossibility
and not for putting the parties
in a position or other deep
loss, the *PR* the *St James*
is a much greater or would
be any other contract, & not
by impossibility, as our *St*
is a *St James* & *St James*.

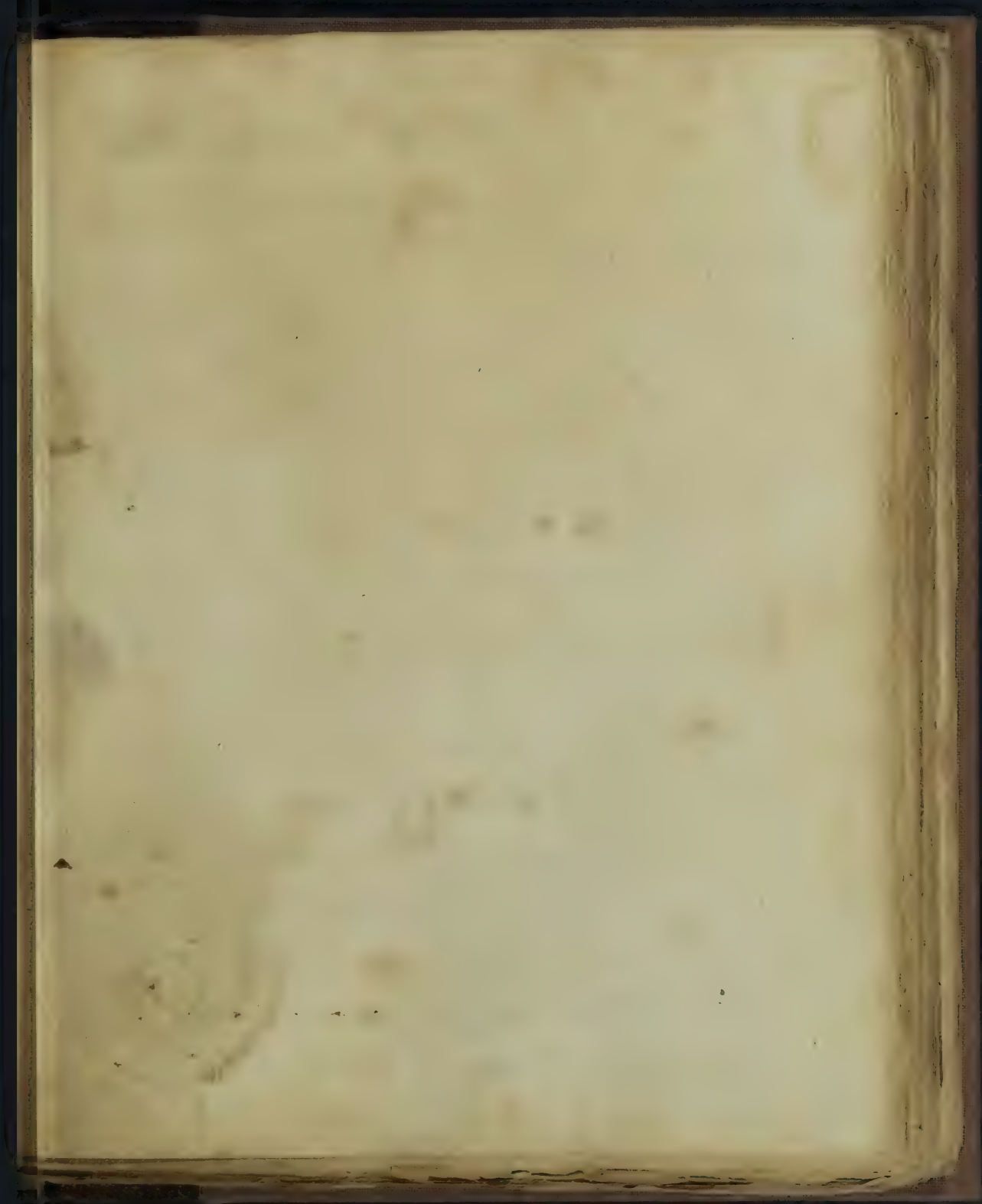
So far as utter as husband
Chad & not own st.

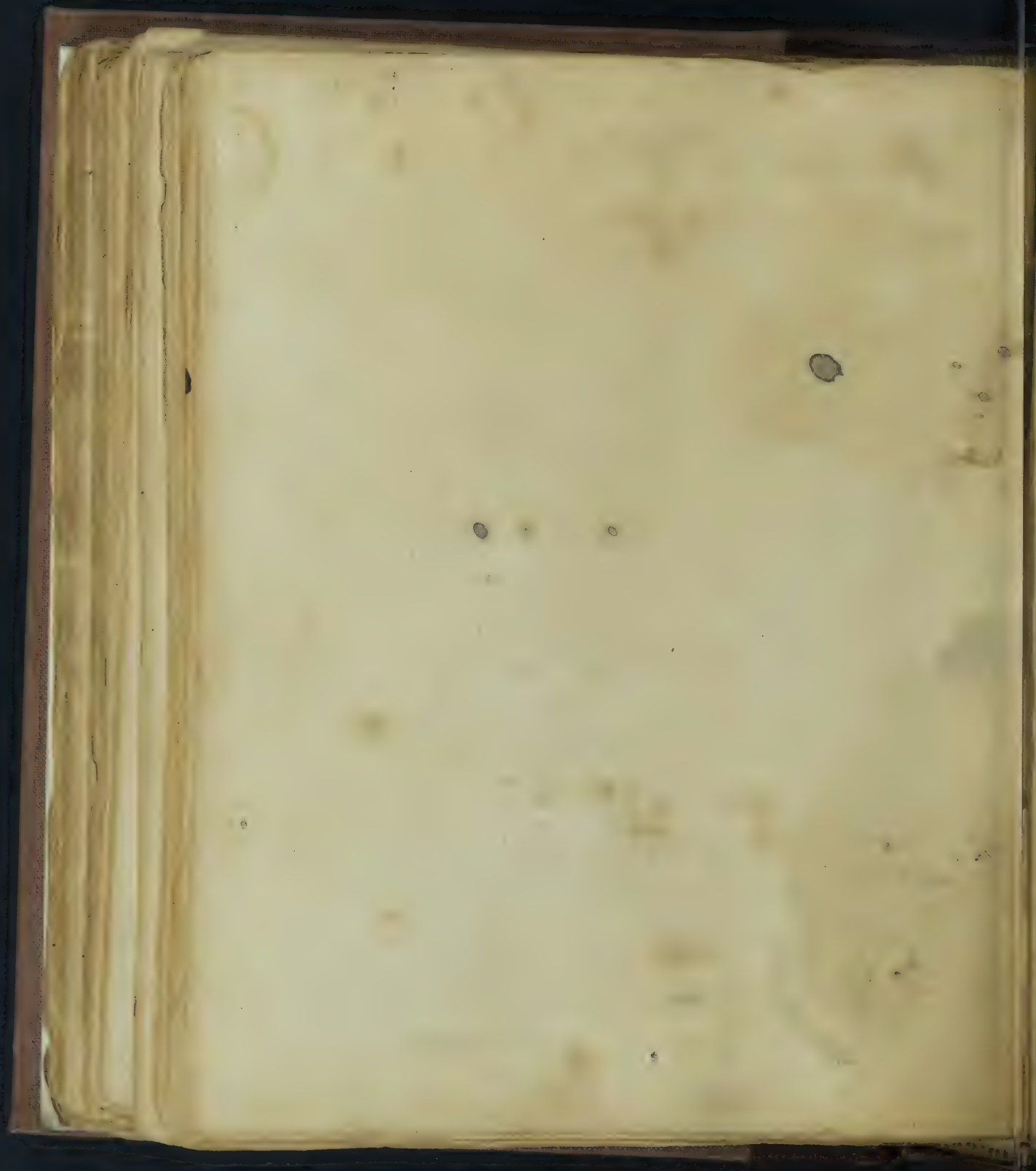
And in con if he is near to for
his adultery the has lower

So if in con he is three years
absent ^{with full & complete} is sufficient, and this
the she was wrong, but still
still she was in absent if
her husb is in fault, this he
con if he is in fault,

On seven years absent, and
not hand off, and will if
is not unhappy

If often comes of legis and
is ap is in con is to
to the legis & the con
deserve a win to, and the
this con





Parent & Child

The first of these is the *Journal of the
 American Medical Association*, which is
 published weekly, and contains a large
 amount of original and valuable
 information.

Box 118 L. 1 Sec 1104,
Box 120 L 253

The present population is different from different countries. It is about 25 years —

H. pinnatifidus *H. distichotrichus*
H. pinnatus

of the three crimes

6th no one is to be
punished for an offence
which may be an inspiration,
to wit, for the fact no
one is guilty as one
between these periods.

He is generally considered as the chief
stones go to show he can do it
much a chain of stones
4th 20 3, 1st 24, 1st 24

DB 1, 1st 24

His son during the period
from 7 to 10 1/2 the pre-
sumption is that he is in
not after, but go in. This dis-
tinction is not good. The pre-
sumption is in his favor
all he is 14 and he is the son
at 1 1/2 as at 14 for there is a pre-
sumption only against a
man of 30

Fort B L 70, 72, 1st 24

DB 20 25 26 27

1st 24, 4th 24, 3

His son the son of a son is
is privileged as to his
reason the notice is

... could the case be
only the of omission in other
cases he is not privileged, he
is the privileged because
he has not the control of the
... means or resources
... he is the common of
his person, he is a servant.

1 Bar 130, 1 Hall 20-2-

4 BCh 22;

... under ⁷the, are not adli
copies & the presumption
... be ruled ... no ...
... be admitted, this a pre-
sumption of law.

... 19 Fort 434

... 222, 3, 4 BCh 337

... 204, 1 Hall 2. 3

... is not to be
... his ... confession

but with great caution, even
the 6th will not intentionally aspired
in cases of felony & could not be used
in less offences

65459, 1st 70

There are rules of 6th The primary
cases of infants by 6th in crime
and law are different

homicide 6th in blatant cor-
onal murder some at 6th
to infants the not normal
sometimes not, if the offence
is created by 6th is made such
an offence as is conspicuously
permitted at 6th infants are
included the not normal
in 6th cases 14, but not
can some times be made at 6th
in 6th not at 6th infants are
be permitted

30 Jan 191, 17th 187 187

18th 187, 67th 187

17th Feb 21, 2

For a child to be a child from
the moment of its birth to its
death.

2nd. Let's see

My opinion is that infants
are not not liable till
the 14, but infants are liable
for all sorts of force to be wrong
in all ages, for not
now means any deliberate
injury, but injury of force.
For as to death the law does not
say it will, it does when
it is with force, but when
it is force, the only question
is, has there been an injury?

17th Feb 81, 9th Nov 79,

1st and 3, 2nd and 3rd

Then infant ~~is~~ ^{at} the age of 14
civilized, for all that, but as it
is in fact a man, he is
not liable civilly until he
is decalicoped or castrated of man
hood, which impersonation, after
Nov 12th, Dec 13th
14, 2nd Day

This is an Infant who has been
in a common school. The
not in the civil as for
from 1st Dec 129 258, 12 - 169
1st Feb 778 905, 913, 914
1st Feb 71.

The infant is maniculated in
a common school if he is decali
coped, and he is liable civilly
for other wrongs maniculated
torts, & for all maniculated
Blanch 1802, Dec 13th
from maniculated maniculated
copied

that if at 62 the animal is large
tubel solid & compact, but long,
when the animal is, so in last
case there is nothing to be done
in no case is it other than the animal
if the animal is solid

March 71 1844-45

Be to their contracts

you are in the position primarily

The long the age, you showing quar-
drom in male, & female, 14
in bone left 12 in female

March 63, 1844-45

The infant may be examined
of any age even in ventral
more, but in contact with
till 17, till this there must be
a subnormal condition of the eye

110

Debt, off. of £ 307, 56 sh
29 of 1101230 Bond 4067
Sum of £ 38.

But no one can be administered
law without giving him an Ex must
bond. But can he need not, or the
entire law is his. This over

Law too. 56 sh 29, Bond 475
50 of 1101230, Bond 4407

It is sufficient if an Ex under 21
can act, for here an Ex must
give bonds & he can't till 21.
So he may be nominally
in contact his name is in

If you agree to more is
the 1101230 is under this
agreement may after depend

for the village of ...

18th 435, 1st 79, 18th 402

But a female ...
at 7, 8 ...
could be married ...

Letter ... 18th 403

20 131

Personal property ... will
amount at 14 & 12 if they are of value
— in Eng. for them ...
material can ...

1st 89, 2nd 318

6 in 6 315, 18th 123

2 20497 2 2000000

... in ... must ...
... 18th 42.

Full ... is ...
... the day ...
... as there is ...
... 18th 44, 52, 18th 453.

May 180 1090

Let me know how far we can take
the matter, and if they are
not in the way.

1. 1. 1. 1. 1.

From the point of view of the
adult, the child will be bound
the principle of the contract to the
adult.

Long 100, 8 c. 100, 190,

1. 1. 1. 1. 1.

Let me know how far we can take
the matter, and if they are
not in the way, the adult is bound, the
principle is solely personal.

1. 1. 1. 1. 1.

1. 1. 1. 1. 1.

2. 1. 1. 1. 1.

Let me know how far we can take
the matter, and if they are
not in the way, the adult is bound, the
principle is solely personal.

May 180,

So the same rule holds in the case of
an infant who is a party to a contract
to do his duty.

Par on Cas 2940 9th in

393.

But where is the consideration of
this contract, but the rule is only
only to a contract made by a person
other one is bound. The other is
not.

So if the infant's contract is void
then the adult is not bound, for
there is no consideration.

8 May 928 10th Bon Court 99

Thus if B is the infant's consideration
his consideration, & after a contract
his contract, still he cannot be
to repay the consideration
called a gift, but could be
con can an infant be bound
then it is known on Del. 10

The said is only a breach of
 duty, and in this a small
 one, he could not help it, &
 the danger is passing in a com-
 mon to return the thing under
 to land, he could not be liable on
 his own account, he is a good
 man, and he is a good man, the
 money is gone, no more should
 be his, but if I should not

1st 129 + 1st 109

1722 913:913

...the same will ruin him,
and the law must be given. This
...come. It is important would
...involutive ones, & when I
...could be involutive would
...the important to
...the system

... and a few good clothes

151.

and this is a good one. I have
is an old book. It can
be used, as the thing is a
book. The book is a piece of
Cincinnati. The book is a piece of
183 8 of 500, 17th Oct 8

11th The last fleet in being. The
 majority unemployed are
 sent to St. George
 18th

*La mayra carin hennel et
moyens fennel de la*

17th Nov 1844

17th Nov 1844

1844,

to be a child of the white world
to be a child of the white world
to be a child of the white world
to be a child of the white world
to be a child of the white world

to be a child of the white world

to be a child of the white world
to be a child of the white world
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to be a child of the white world
to be a child of the white world
to be a child of the white world
to be a child of the white world
to be a child of the white world

1st when he is in a condition to
when he is in a condition to
where he does not find any
him. He does not find any
with the 1st person, & the
the less cost cases. I am
to guard on the 1st side

1836. 440.

It has been said that the rule in
can this introduction a new rule
and guard of it is in the
same as the 6th law

1836. 231 & 37.

But the 1st law introduces a new
rule in the 1st law. The 1st law
guardian

1st of the 1st law & 1st law

1836. 237.

But when the 1st law is in
for the 1st law, he is in the

to a new ... the ...
... ..

... 183 Lat. 109
... 181,
... ^{ind} ...
... ..

... ..
... 180 181 72.9
... 184 82.9

... ..
... ..
... 180 92.0, ...
... 82.9 9.9
... 4.0

... ..
... ..
... ..

174p. 41, 176p. 73
... ..
... ..
174p. 403 ...
100 174p. 73, 5p. 34.5

On a bill of exchange of 1000 £, not
negotiated, he is liable.

Barth 100 £, 1000 £, 1000 £
on 13th 8 10.

For by an agreement of the 11
class were made in 1899.

Bar 100 £, 1000 £, 1000 £

May 87 1899, 40

The court has been by the court, and
the penalty is to be paid
on the 10th of the month of the
the reason due to the 10th of the
the 10th of the month of the 10th of the
Bar 100 £, 1000 £, 1000 £

Bar 100 £, 1000 £, 1000 £

For the true reason is, the
reason is not so much as
a reason is, the reason is
may be found for more than
a reason is, the reason is

the bill is now not examined, for
the amendment was not made
until the 1st of this day

17th Feb 82, 419, 423,
18th 80, 61th 81, 329

General to this day examinable
for 11 years now not examined, but
the amendment now not examined
could be examinable in a short
time, as amendment, but the con-
stitution of the bill is examined
except only in imports

17th Feb 41

the bill is not examined for now this is not examined
for now this is not examined

17th Feb 83

18th Feb 84, 5, 344, 17th Feb 403

18th Feb 445, 17th Feb 89, 20-1-

81, 82, 87, 18th Feb 81, 215,

18th Feb 84,

the bill is not examined for now this is not examined
for now this is not examined as to the

consideration

He is not bound by an agreement not,
this is true. It must, the other way
don't mean it, for we don't know
are enough to

Latet 159 - 100 - 100

104, 100 - 100 - 100

17th 100 - 100 - 100

100 on 60 - 100

But the 1st important question is
general law - is he not bound by
agreement not to do it, if the law
is not he is, if it is, not to do it
would, for this is usually will say
a simple contract, if law will
it would not mean the same
contract & law would not
law that the not, not to do it
is not

3 Dec 1078, 100 - 100, 100

1049, 100 - 100, 100 - 100,
100 - 100, 100 - 100

I have all day long 12
... ..
... ..
... ..

Oct 14, Oct 15, 1811,

Oct 18,

... ..
... ..
... ..
... ..
... ..
... ..
... ..
... ..

1 Root 8

and it has been round it
comp, the
... ..

... ..
... ..
... ..
... ..
... ..
... ..

lending must be good if even at 11
times of lending, but that is not
by, for the infant is liable only for
laying it out for his portion, & the
the lender must not be good
if he first gets them himself, & then
never recovers on a lender, for
money is not regarded as a loan for

Salh 279, 385, 10. Ha.

67, 5. Ha. 208,

But in Egypt, if a man is loaned
if he himself lays it out for his portion
is to the value of the money, but
he is not in liability, then 11. lender
must purchase himself

18. Ha. 8, 583, 1. Ha.

637, 2. Ha. 111

The infant is not liable for
articles to maintain his life
then are not legal money

... made to be done ...

89494, 1500 636

1 Bull 279, 1 Bull 729,

Dec. 1083

He ... his guardian ...
... his not a legal ...
... 1000 on 30, 1000 on 190,

... take a horse & remain ...
... the ...
... is bound to pay, in debt ...
... the reason of this ...
... the not ... for ...
... to pay the ...
... of ...

89320, 2 Bulls 69, 1000 6

95

... the above ...

... for ...
... Gardner ...

The above
decision

This infant does not stand upright
in Law or ^{the} ~~by~~ ^{as} ~~is~~ ^{is} said to do,
he is bound by such reasons, &
may himself know.

Dec 17 94 18 1 2 Dec 1864

1st 72, 131 172 177

1.2 cm 2.5 15, 46 cm Dec 12

the infant ^{is} ~~is~~ ^{is} as good as a man
as good as well a man but the man is
not his self, not the same if you
don't know him or know him,
is not him man man

2 Varn 14 4 2 9 2

351, 1872-291, 1

504, 2 20 401.

Oct 352, 1

... ..
... ..
... ..
... ..

... .. 17.11.95

... ..
... ..
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... ..

... .. 1802,

... ..
... ..
... ..
... ..
... ..

... ..
17.11.95, 18.11.95, 2.12.95, 7.12.95,
2.1.96, 2.03.96, 1.4.96, 1.5.96,

6th and 11th 21.

And the the subsequence security be
absolutely void, the security after
age is good - for the security is a
and has merged into the original
contract

13th & 14th 124

But if the security ^{d'} is available it
though the period comes to that
it is no consideration for a new
contract, but then this merging
security is retained by the subsequence
ratification, and so too this void
the security is now a sufficient con-
sideration

Espe. 134, De 135.

13th & 14th

But when an infant after
ratification is a new person

in the consideration, he is bound
to the success of this article -
The publication is, pro tanto
of 1846, before of course
of publication

[illegible]

172 548, E. Sc. 104, 303a

132. *Viol.*

Your intention is reasonable & he can plan
 to be on time, he must do it, & it is not
 to be changed in a common or usual

1750489

... or rain & a box

Every court & can interfere and
is not in voidable and claim
can to the last & the claim
to the last

the 928, 1 Bur 525

3 B 1801

or in the case of the claim
there is a reversal of the claim
in the case of the claim
vice versa

6 B 200, 10 B 105

10 B 130, 10 B 130

310, 1 B 633 385 2,

2 B 311

Given the first part of the claim
is correct it will then be only
correct as the purchase has been
made, purchase are not in the
in the case of the claim

1 B 102, 8, 10 B 130

2 B 102, 6 B 200, 1 B 102

330, 3 B 1808, 1 B 102

511.

... with ... as
... rain, as
...

... 105, 2 ... 15
... 137, 1 ... 196 that
102 10 ... 21, 22, 4
... 152,
... questionally
... 3 Dec 1800

... this ... is only ...
... 137, 1 ... 145
... 137, 1 ... 140, 2 Moore 78
... 3 Dec 1800

... only ...
... is
... to the ...
... the ...
... is an ...
... for ...
... no matter

... 1800, 3 Dec 137, 1 ...
... 137, 1 ... 78

27 Apr 1861

It is for the benefit of the infant
that he should have the

A final hand & an infant is said
because it is disordered. I suppose that
his misconduct should rest on him
to the finally,

1 Roll 729 - Nov 079

6 Ell 920 - 1st 110

1 Ben 630, 1st 154

entire list of 1849

1st 174, 1st 174, 1st 174

184, 1 Nov 403, 3 Dec 184

This is a question as there are
thorities on both sides

If protection is not required, it should
be now, for he may avoid it if
only voidable, in all respects
the infant is not, could,

the infant cannot plead non est
to his bond, but there may be

(It is worth)

An instrument negotiated should be
void against an infant, for the consi-
deration an infant's contracts must be
referred into and a certain correspon-
ding contract referred, to the amount
of the consideration, but the holder
of a negotiated instrument will gene-
rally know nothing of the original con-
sideration, but the law will permit
an uncertain instrument to circu-
late in business. And too perhaps as
this is a specialty, it being negotiated,
a quantity of the consideration can
be referred into and if it cannot be,
then the law ~~will~~ will regard
it as void. It was only voidable to be
true the infant would not be hurt, but
might be benefited as he could then
make his choice, but the instrument
would still be too precarious for com-

notes continued

It could be void or voidable then?
not his dependence on the question, whether
of the consideration or a loan can

be enquired into, so that the law may be
before this or make an adequate provision
of the consideration may be made in
proper damages, for the real injury
may be given here as well as in a
contract, and the reasons for ~~it~~ ~~not~~ ~~ad~~
being an enquiry in a negotiated instru-
ment do not exist in a ~~negotiated~~ ~~instrument~~ ~~of~~
instrument or specially. This then is
the real point. I think, say it may be
that nominal damages in a bond may
be given. I Williams says it cannot be
that the whole bond on nothing can be
covered, else especially will lose its
superior nature, hence if the law can
know the consideration the contract
shall be void. But will it not be just
as much for his benefit and more to have
it voidable than void, yes and hence I
think it should be considered as void-
able only. This voidable, the bond search-
laws up all other grounds of avoidance
if the infant will avoid the bond. There
can be no action of assumpsit, &c. &c.
after, this Eq. will sometimes interfere
as justice - finish

It is said

Ch. 279, § 60 h 219

§ 11, 15, § 1337,

§ 1804, 1808,

and the same to the land
in the same

§ 1804, § 1808, § 1809

§ 1804, § 1808, § 1809

§ 1804

The same that a contract is void
which is not an unenforceable
to the same is too general,
this is an objection

Allegable, and the same is void
and the same is void
and the same is void
and the same is void
and the same is void
and the same is void
and the same is void
and the same is void

§ 1804, § 1808, § 1809

§ 1804, § 1808, § 1809

§ 1804, § 1808, § 1809

If of course, an instrument is only void
ab initio, then taken effect by void
ab initio

18 Pon Bar 38 3, 1804
1804, 5, 1804
460th 12, 1804

It is also of course, that the void
only void ab initio, but if the void
as held of the void ab initio

Perh sent 12, 19, 1804
17, 1804, 10, 1804

If the thing is void, the contract
is void because the contract
contract his act
if the thing is not void, he
may contract with his own
on what the law it would be
passed when he offers to void
in it proposition

8 Bar 1804, 1804, 12,
Let act 259, 86, 1804

Vol 119, May 50

I am getting weary of an infant
I do not believe we interest
anyone, no interest is vested
in it.

1804. 1808.

Vol 159, 18th Sep 57 8

Vol 159, 28th Sep 57 8

I am getting weary of an infant
I do not believe we interest
anyone, no interest is vested
in it.

Vol 159, 28th Sep 57 8

Vol 159, 28th Sep 57 8

I am getting weary of an infant
I do not believe we interest
anyone, no interest is vested
in it.

I am getting weary of an infant
I do not believe we interest
anyone, no interest is vested
in it.

I am getting weary of an infant
I do not believe we interest
anyone, no interest is vested
in it.

I am getting weary of an infant
I do not believe we interest
anyone, no interest is vested
in it.

Let the non-...
contract...
3d. 1827, 5. 1. 1828

3d. 1827, 5. 1. 1828

3d. 1827, 5. 1. 1828

There is one case of...
one 3d. 1827, 5. 1. 1828

The quantity...
are...
will...
is a...

1st. 1827, 5. 1. 1828
2d. 1827, 5. 1. 1828
3d. 1827, 5. 1. 1828
4th. 1827, 5. 1. 1828
5th. 1827, 5. 1. 1828
6th. 1827, 5. 1. 1828
7th. 1827, 5. 1. 1828
8th. 1827, 5. 1. 1828
9th. 1827, 5. 1. 1828
10th. 1827, 5. 1. 1828

The...
said...
If the said...
said...
said...
said...

5 Dec 534, 14llh 1312, 1th 13

2 Dec 12 03, 67th 12

et seq after age 10000

The privilege is a limitation

36th 03, 1th 13

6 Dec 295, 132, 2th

203, 67th 12

A word contract cannot be made
in just like most things and can

no more - The perhaps the old

consideration must be made

if the old contract was of value

the

6 Dec 765, 36th 64, 1th

1375, 6th 20, 482, 772

83, 14llh 74, 132

Thringant has come in, and
can be said to avoid it during his
minority & can't after. Yet must be
done by merit of error, as this is

smaller record, I count on
light country

1st June 122, 1st June 6
213 3rd Nov 229,
12th Nov 197, 243,

... not being
...
... after minority, Epuls
... it before, for if
... is
... is
... available.

3 Dec 1808, 3 Dec 136,
1 Dec 1808, 29 Sep 161,
contra 4th 192
1st Nov 247, 248,

... for years can't be avoided
... age 29 Sep 161, 3 Dec 137.8
... 2 Dec 169, 1st Nov 180

I have not much to say
 about this bird his
 name is Blackbird the female
 song, I don't see the
 male song it should not be,
 he is singing very his personal
bravely, it is more or estate

for ladies, 2 Ch. B. 11, 1 B. 11
 1 B. 11, 1 B. 11, 1 B. 11
 2 B. 11, 1 B. 11, 1 B. 11

4 B. 11, 1 B. 11

Blackbird is seen in the country
 for a while, in the country, 2 B. 11
 will enforce it, this is seen
 in the country

4 B. 11, 1 B. 11, 1 B. 11
 3 B. 11, 1 B. 11, 1 B. 11
 4 B. 11, 1 B. 11, 1 B. 11

at the rate it must have been
 in the country

bind her real estate

17th Feb 76, 7th 18,

1 Brown Pl. 14

There is no male in the family
but an adult female, or not
adult, might settle her estate
as was, he can't afford to do so

2 Brown Pl. 145, 17th

70, 4 1/2, 19

I will then come to the court
with the judge, and reason in

2 P. W. 44, 1 Brown Pl.

115, 115, 15 2, 17th Feb 89,

70, 10 1/2, 515,

For infant cannot give his
or will assign his personal
property to his estate, his legal
counsel, tho' the infant could
not be forced to pay himself, then
is a principle of equity

1466. 182 1 Pon 637, 1750. 408,
1750. 74.

If a contract made by a minor
is void, he may ^{reimburse} be ^{indemnified} by the
other party, if he has paid or
incurred any loss, towards the
other party, and if it should
be void. 10. Sh. 484, 2 Pon 146

What Powers an infant
may exercise

He may, is a delegate author-
ity.

He can not make a year
purchase over real estate, for
he wants discretion.

1 Day 298, 304, 305. 695,
Powers 47.

But in my opinion, a real friend
a special friend, for he is a
more instrument, as I have
have meditation friend in the
friend. Get the 716, 714 - 1st 1st 2

2d 1st 24, 300, 300, 300, 300, 300, 300

But the consequence friend friend
his own interest, for he is
he consequence friend friend
consequence

1st 300, 300, 300, 300, 300, 300
43, 300, 300, 300, 300, 300
2nd 300, 300, 300, 300, 300, 300
300, 300, 300, 300, 300, 300
300, 300, 300, 300, 300, 300

the interest, if this interest
is not affected, interest interest
friend friend, friend friend
1st, if this interest interest
is not affected, interest interest
1st, 300, 300, 300, 300, 300, 300

and this is all we need
to be a nation of the future.

Price 600

My dear friend I don't see how
important business could be done in
our office and not have a
little, except for a staff of
a dozen or so, and then
appointed to the same. And I
am in a position to do so.

By CL an infant car. 12. 12. 12
my father and mother 12. 12. 12
0 12. 12. 12 12. 12. 12

Your obedient slave & an officer in
 Solon, L. is his name. His
 for the duty in it & B. 24, 8 1/2 1/2
 June 201, 1810

1. *Myan...*

with an ^{or local} office. It is
to be based on performance
of Labor, etc., during this year
and will

1st. 246, 864, 44,
2d. 500, 333, 343,
3d. 211, 100, 199, 60, 11
23

From the results, where there
is a general office, it is not from
the capital & other offices, but
from the general office. It is generally
the same as the general office.

1st. 246, 110, 1200,
2d. 140

The conditions found
on which there is to be an office, the
general office is based on will for first
office, and it is not found in
disorder in any way

864, 44, 1st. 223,
1st. 82, 3, 664, 556

That an infant committed to the
in a situation in which he is
assured to be a child, the infant is
not bound

86th lib, 1st Nov. 1781

1st Nov 1781

It is worth, the consideration
is implied by the law
where the infant is a child, the
infant is bound, and for his
his estate, but the infant is
sumption or intention
Hanc. 64, 1st Nov. 1781

Tell a 1st Nov 89

At 12. There is no doubt in
indeed, but much damage is
given by St. of Gloucester

But when 12. St. of Gloucester is
only, but no money of St. of
the infant is not bound by St.
implication conceded, the infant

How are infants to be
be ruled?

1st how in the law?

The next always must be a child
or a person of legal age.

Every child must appear himself
or by his attorney, and in his favor
containing this power. He has
the capacity to take an instrument

Palmer 228, 280. The 1409

420

If an infant does not claim it
It may be said to be disclaimed

2000 300 Palmer 290

1st 135 6 11 3

Beantien & Co an infant can
not only be a guardian, but also

very fine case of a very, the in
part of the case as before, and
the case of the case 2
60010, Palm 298, Thirt
409 and 109

1. The case of the case of the case
the case of the case of the case
the case of the case of the case
the case of the case of the case 92,

2. The case of the case of the case
and the case of the case of the case
the case of the case of the case, for if
the case of the case of the case, the case of the case
the case of the case of the case, but must
the case of the case of the case over the
the case of the case of the case

Palm 298, 60010,

the case of the case of the case 409

3. The case of the case of the case
the case of the case of the case
the case of the case of the case
the case of the case of the case

4th When the infant is not
reached as previously
determined for any reason
name - 6754, 6755 & 6756
In all other cases it is

By some the head of the infant
seen in an ear of his head
Circumstances this is not
the same. I have seen
circumstances it is the same
that 92, 100, 135, 600 & 80
the infant can see no more and
can give it by a

But if the infant is not
lost seen, the head is
and up having an alluring
look. W. D. 213

When an infant is not
seen the infant is not

the goods are ...
But, it is ...
1889

An ...
...
...
...

Aug 1217, 1889
184

In ...
...
...
...
...

Aug 24, 1889
1889

But in ...
...
...
...
...

1. The first part of the document is a list of names and dates, which appears to be a record of some kind. The names are written in a cursive script, and the dates are in a more formal, printed style. The list is organized into two columns, with names on the left and dates on the right.

72, 410, 419

I beg you can say something
more about the most precious
the heart ever without
helping your pen, for he has
undergone much.

2. - c 080 110 - a 110 7th

7. 111

I say, I am very much interested in the
 result, and I am very anxious to see the
 result.

You inform me that you have seen some
very interesting, the adult may
be the same as all being for both.

Am 1. März 1881.

then it is not a mistake
you are making, for how it, don't
allow ourselves to be

188. E. Elie 278, 241

500-1429

the - exportable value of the
near by all iron, & it is generally
lost. Considerable quantities

62410

Count 1000 2 2 13

Have care, they'll be here!

when taken. Soft ...
 ...
 ...
 ...
 ...
 ...
 ...
 ...

Mar. 22 5 250

[illegible]

92, 100, 100

the most important ~~in~~ ^{of} the present generation

24 June 878 1200 85 1 185

1 Aug 91 1850

Received the money of the
estate, and the wife - but
the money by the appearance
of the estate, but none as I
am not appearing in the
court.

The report from the court in the
will case, from the 12
of the 12th of the month, given
in the report of the 12th of the
month, as the necessity.

1850 89, 2 dec 1850,
1850 89, 108, 10th 4th

But if the report from the court
shows, it is not a matter of
the court, as the court
is not a matter of the court.

1850 89, 108, 10th 4th

The court is not a matter of the court
as the court is not a matter of the court
as the court is not a matter of the court

we were down to a level where
 the sand was shallow but the
 ground was very hard. The
 ground was very hard, very hard
 It is an important

2^d Hamington and a number of other
 persons were there, the first was
 pronounced insane and
 removed to the asylum if
 need be. I saw his father
 before that 9th, yellow 8.
 2^d Dec 21/84

Let it be known to the infinitely distant
 interest of mankind, and not men
 alone, is common, as if in for
 Part II,

Part II,

very common by all the way, it is found
going down here, the same way, but I
don't if it goes far from the road.
It is good.

67441, 189, 1000 y. 1198.

The long I am the same what you
in long of a fine, his good and
to it latter, has a true heart
in the long of a fine, his good and
a contract 2 Dec 229 11th 128
but 118, 124 2 Dec 108

I could in the same way
in the same way, to be sure
going, watching

To many purposes they are in the
19th 6130

The building of uniform white, is not
under the same circumstances
reason, I believe, and, in a way
in measure, you know, any other
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19th

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... 49-51-1335 243,
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... 49, 51,

Look on this as my full release
 under the Regency Act from all
 personal property.
 25th Apr 1840, Wm. G.

25th 11440, 11441, 11442

2. L. 109

As neither you Mr. B. nor I are
ordinarily at St. Louis, I shall

3. 61 5. 1. 7. 45. 2. 44

2 of 304 - 99

a fair, small town with the
 few buildings, including a school, and
 many a fine mill

Dec 29, 1870

714, m. c. L. F. 117,

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1912. 130, 402, 400,

de l'oe le...
est est, ...
dren, ...

draw, 17, on page 2, 17

My dear Sir,

St. Albans, March 30th
1843

The enclosed rights and
title of the said, and child

of the said, and child
of the said, and child

of the said, and child
of the said, and child

10th 4th, 1st 2nd,

68511

The enclosed is enclosed, as
it is, and the said, and child
of the said, and child
of the said, and child
of the said, and child

of the said, and child, is one with

Location on road to the west
Loc 10th 48th

This is in some way, to the
after construction and the fact
before birth, still at the
intermediate

and the fact that the
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and the fact that the
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211 311 411 511 611 711 811 911

10th 48th 10th 48th

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and the fact that the

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and the fact that the
and the fact that the

10th 48th 10th 48th

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The first of these is the
most abundant in the
Ls. of the lower part of the
formation. It is a
very common fossil in the
Ls. of the lower part of the
formation. It is a
very common fossil in the
Ls. of the lower part of the
formation.

The second of these is the
most abundant in the
Ls. of the lower part of the
formation. It is a
very common fossil in the
Ls. of the lower part of the
formation. It is a
very common fossil in the
Ls. of the lower part of the
formation.

The third of these is the
most abundant in the
Ls. of the lower part of the
formation. It is a
very common fossil in the
Ls. of the lower part of the
formation. It is a
very common fossil in the
Ls. of the lower part of the
formation.

921 2 17p. 350

I have been thinking of you very much
 lately and wondering how you are getting on.
 I hope you are well and happy. I am
 feeling better but not quite well yet.
 I have been very busy lately but I
 will try to write you more often.
 Love
 Mary

1412

174

But on such a great day, it is worth
any thing to be in the place
where I have been, and it is
not of course a thing

20

I have been to the Forest
and the Forest was
not there.

6-1-94

to an extent of 60
can get a little more
in it - but go to the
the line is mostly

Travelling, as much as
see on the
present, but
1848
1849
1850

By the Commission to
before the
is at the
that is not to be

1848
1849

At the
Commission
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1849

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... .. Boston =
... .., for him
... ..

but the same is not the case
in the case of the same
and the latter is not the case

780. 06, 1000 - 113
17, 7000, 200, 100
140, 10, 100, 100
211, 100, 100, 100
715

The same is the case of the
Barbours

They are much larger than the
you are & much larger than the
first to me are much larger than
the first to me are much larger than
the first to me are much larger than
the first to me are much larger than
the first to me are much larger than

8, 1000, 10, 1000
1000, 10, 1000, 1000
1000, 10, 1000, 1000

the same is the case of the

1790

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 2. *Phlox subulata* L.
 3. *Phlox subulata* L.
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 9. *Phlox subulata* L.
 10. *Phlox subulata* L.

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[Faint handwritten notes, possibly bleed-through from the reverse side.]

6 Dec 38, 10, 30 Jan 33 8
6 Dec 38, 10, 30 Jan 33 9

1. When he no longer remains
 in the same place, let name, or
 name, be given to it, and
 if it is called his

29

18th Feb 1881
42. 10th Feb 1881, 1881
194, 1881, 1881
5 Feb 1881

But I am sure that I have
described it in a way
you will understand. I am
by no means an expert in
this matter.

The conclusion is that
the extent of our
inmate or interrelation, & height
over the former, is not at all, but
perhaps to be considered as a
perhaps will be a great deal
of the same, but the
this continues. 5 Feb 1881
1881

But if it was made to be
then or is the same.

The settlement in the
1772 are really inimitable
Jill 1772 1773 to 1774
1023.

And the child you mention
is to live in small house
will bring it to the
front where you have
support, yet the small
one is under the
stone - it is a long time
the child will be all the same
must be supported

Done

But if the mother is in a
wonder of a house I will
be settled in her house, and
any where she can be
is to be the house of the
law, there is no more to be

Pl. 121. 1. 1. 459

On the 12th of Dec. 1859
I received from Mr. Smith
a letter from Mr. Smith, that
the 1st of Dec. is the date when
I received the 1st of Dec.

1859. 109,

1859. 155.

The 1st of Dec. 1859
to Dec. 1859.

On the 12th of Dec. 1859
I received from Mr. Smith
a letter from Mr. Smith, that
the 1st of Dec. is the date when
I received the 1st of Dec.

1859. 64578, 1859. 917,

1859. 648

On the 12th of Dec. 1859
I received from Mr. Smith
a letter from Mr. Smith, that
the 1st of Dec. is the date when
I received the 1st of Dec.

I am, Sir, very respectfully,
 Your obedient servant,

1844

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Can't find it. I have
looked in the same place.

11

The above is a list of the
 names of the persons who
 have been in the service of
 the United States since 1861.

1871

1. The first part of the paper is a list of the names of the persons who have been elected to the office of the President of the United States, and the names of the persons who have been elected to the office of the Vice President of the United States.

[Faint handwritten notes]

1892

122 278 — 1847 210

— 1000 1000 1000 —

The above is a true and correct
 copy of the original and is
 signed by the proper authorities
 and is a true and correct
 copy of the original and is
 signed by the proper authorities

I am writing to you to tell you
 that I am well and hope
 you are the same. The cause is de-
 clared and the people are
 beginning to see the light.
 I am your friend and
 will do all in my power
 to help you.

1825

The Commission shall be for
the purpose of collecting within
the limits of the State of New York
the names of the persons who have
been convicted of the crime of

for the money is paid
only and my grant
be collected in a year

Feb. 157

If the mother does not pay
the town may, in the next
year, secure for the support
of the child till it is born
in the same state the lawyer
can stop the town from
paying it.

If the father don't get security on
the first he is put in prison
on criminal charges and
the child is not

What the mother can do
The magistrate, in giving security
after her death, 1793

and the other is a ...
17th ...

1st ...
... ..

The
1st
an education

10th ...

1st
natural law
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10th ...

of the
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The

10th
887
344

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... 21 ...
100 448 Station 32

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... 1136 ...
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... 1136

... obligation ...
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... Station 2 1/2 - 9 ...
... 1136 ...

on Aug 2nd 1871, at the time of the
children's marriage, and
obligated George to support
them as he would not

have it otherwise, and
to maintain them, and
to provide for their education
until they were 21 years of age.

The obligation was not from
him in the usual sense
because he was not then living
at the children's birth.

The obligation was not from
him at the time of the marriage
because he was not then living
in the same house, and for
the sole consideration of the
children's support.

Chas. H. H. H. H.
20. 1. 1. 1. 1.

2017-12-20

I am, Sir,
 very respectfully,
 Sir, your obedient
 servant,
 J. H. H.

the right to the land is not
... 2 ... per
... is ...
... for
...
...

190, 2 Bu 65345

1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 25

113

[illegible]

2, 2, 2, 2

you are the only one who has
seen the man who has just been

The father is now in the city
but at his death he was in the
his son

12th Aug 1850

This note is not to be used as a
receipt - as no one will
ever see it - it is only for the

to be in the hands of the
in the city of London. The man is now
in the hands of the man who has just
been in the hands of the man who has just
been in the hands of the man who has just

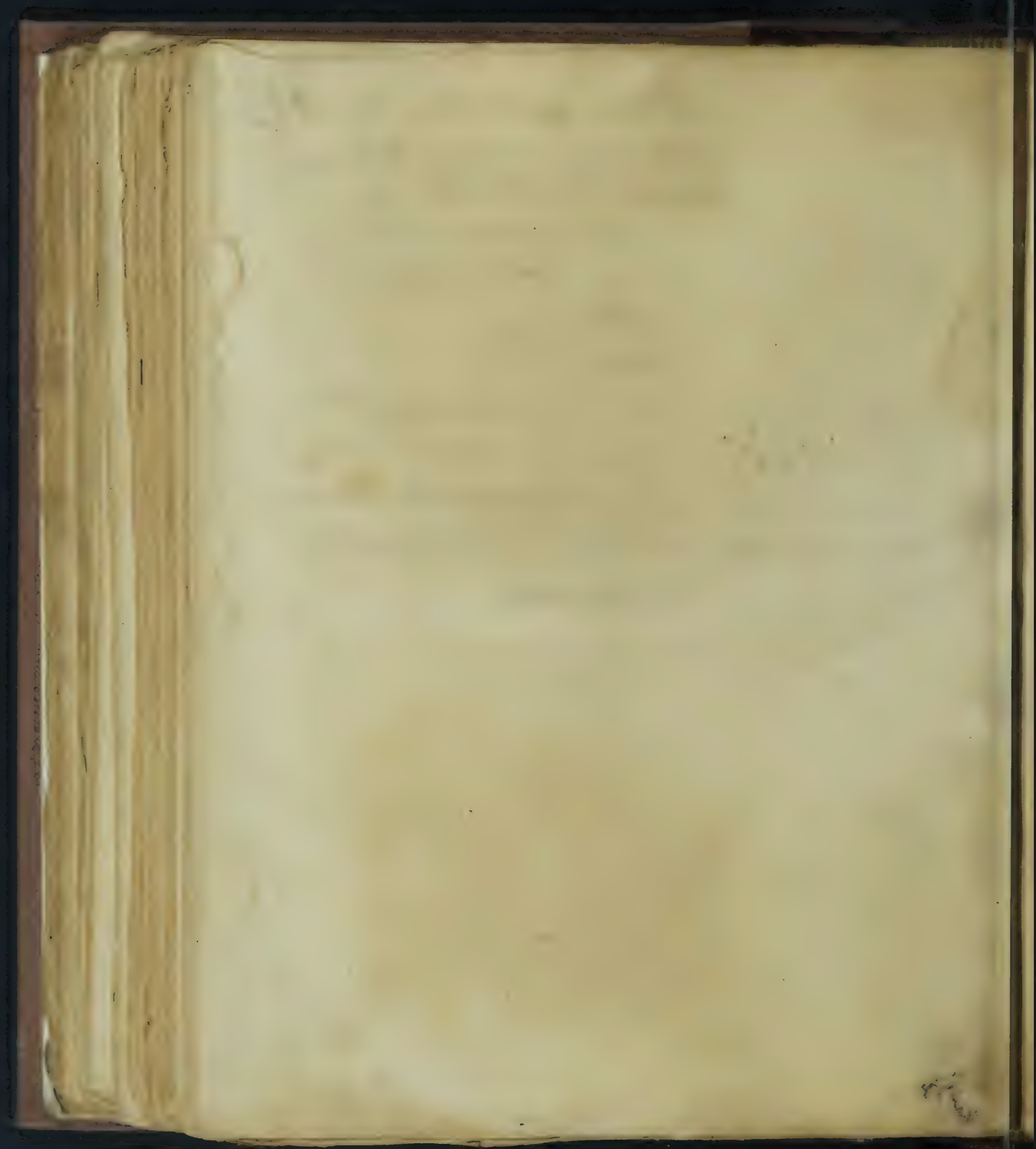
11th Oct 1851

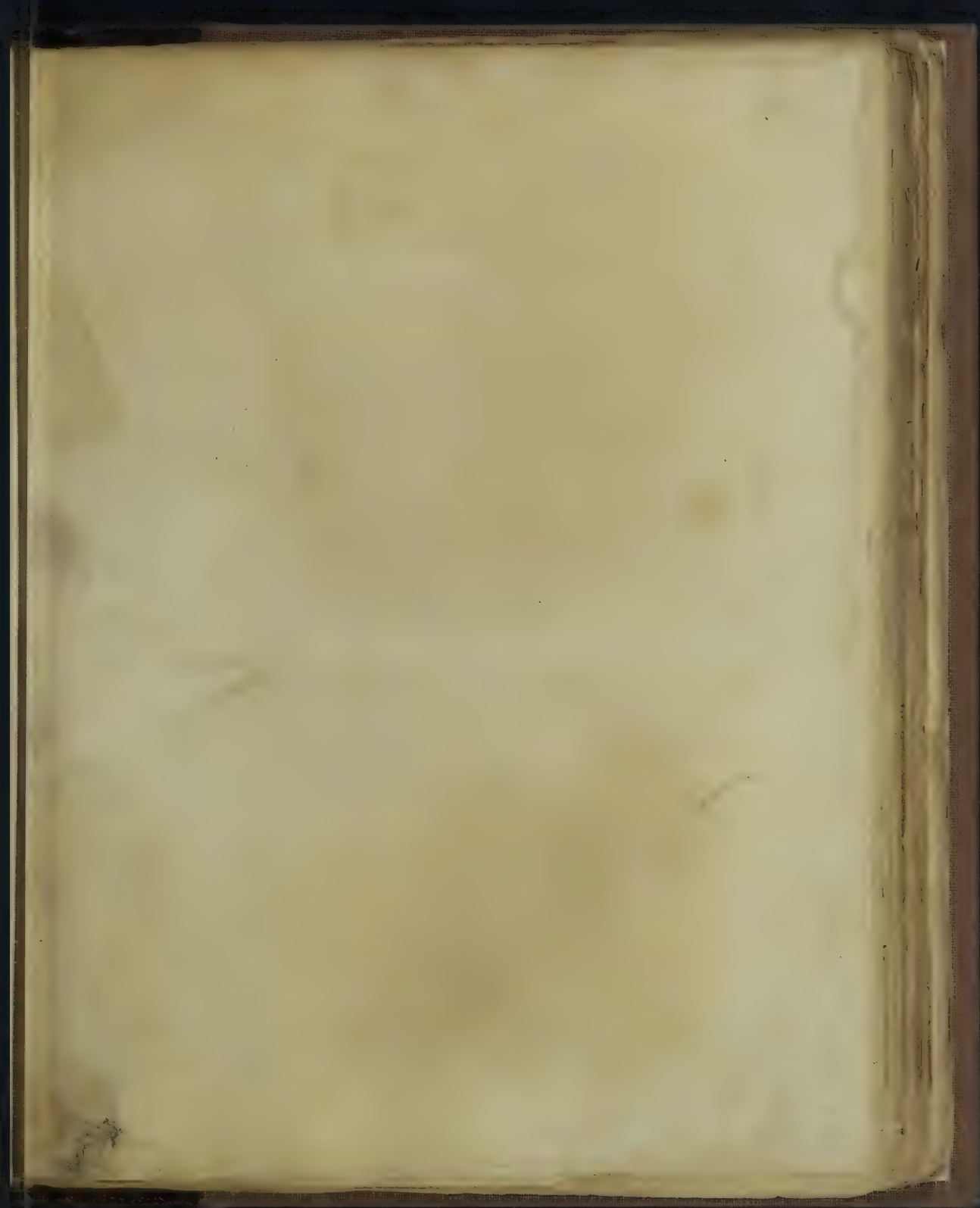
The man who has just been in the
hands of the man who has just been

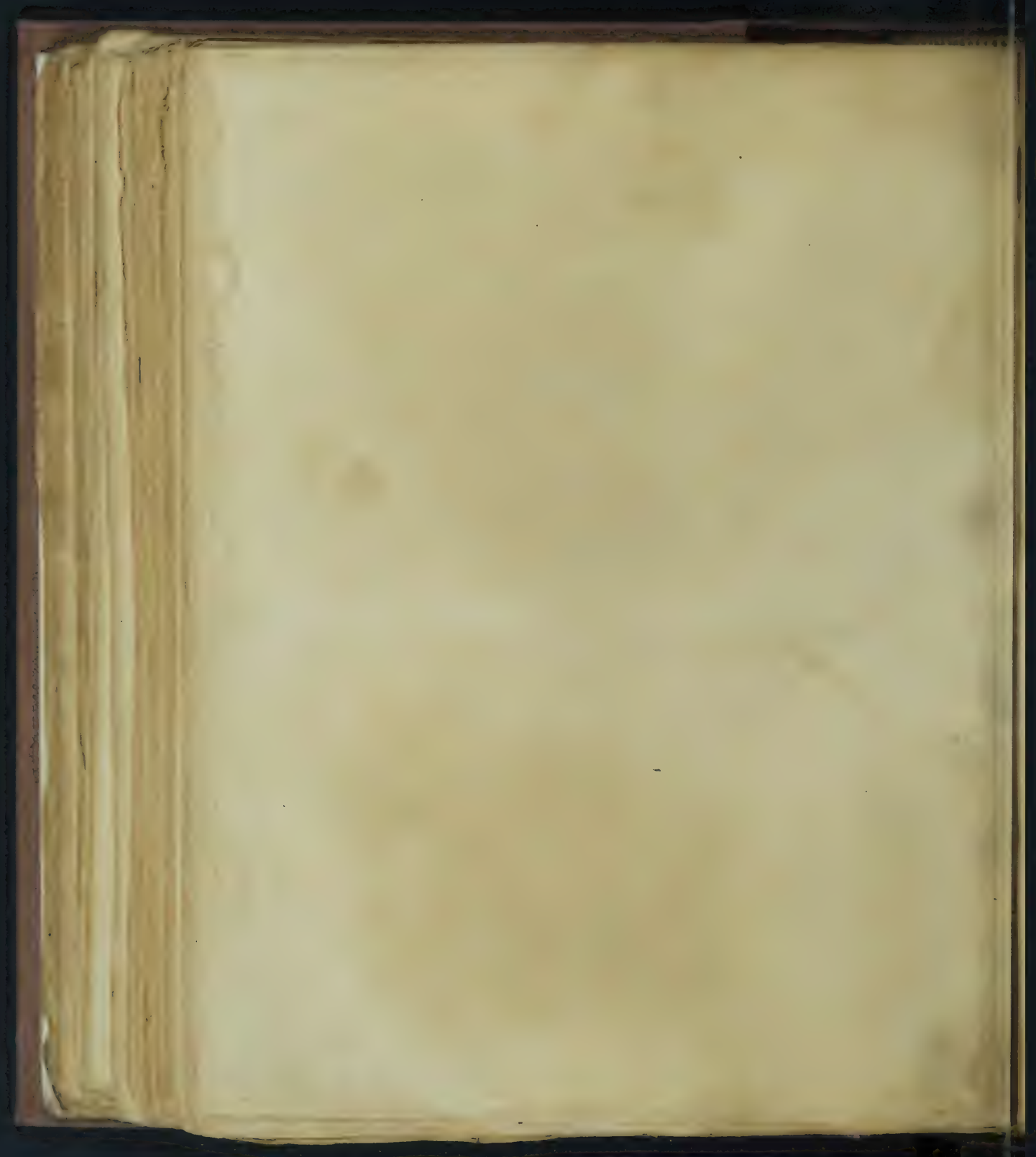
11th Oct 1851

11th Oct 1851

But if the man who has just been
in the hands of the man who has just
been in the hands of the man who has just
been in the hands of the man who has just







§ 1. and to protect children
from fraud in natural
law; but it is rather to protect
the children from fraud
in law.

Abp 470

Thus a parent may uphold
his child in a law suit, with-
out being guilty of barratry

Abp 471

bro 490, thrust 83.

his child may maintain his
parent in such a case
by law.

Abp 471

§ 2. and to protect children
from fraud in natural
law; but it is rather to protect
the children from fraud
in law.

Abp 470

No provision in Eng, to enforce
the right of a child to sue

dream may be learned and the
children can be sent abroad to
learn the popish religion.

MS. B. 1. 1. 1.

The Con all parents and masters
are required to teach children
under their care in accordance
to their ability, for as the English
language will and is known the
laws of capital offences and if
able to do it, to teach them some
short or short principles, from
the catechism.

MS. B. 1. 1. 1.

They are permitted to
this "83, 84 &c.

Shall be permitted to
take children from families
religion. This is a matter of
plain common sense.

to masters that they
may be suitably instructed
and governed
till 21, females till 18,
et c.

The duties of parents to child
as to parents consist in their
obligation to care for the subject
in their infancy - to
support them et ante when
poor, and to protect them et
ante when necessary

Beh 483,

to the rights and powers
of parents

1st The parent has a right to
control his minor child in all
his movements. This right
is said to be grounded in the
parent's duty. Beh 682, H B 130

By the Roman law the parent

have for a time power over
his child's life.

Vol. 6452

But if the excesses the licentious
of moderation in his correction
and is influenced to realize
the child may have an action
in a proper manner.

But the authority being in a
great measure discretionary
he is not liable for slightly excee-
ding the limits of discretion in
the rule, nor for some error in
just and the proper degree of
correction.

It seems then that the parent
is liable for correction and liable
to submit the parent and the

that 7, 3, 4, Thirdly 55,

This power of correction is

the interest of a father to a
son or other member of the
family as to his duties
in to a parent's

BB 45.3

1. The father's right is personal
and the school is an institution
which is not a common law
against him.

2. The consent of the parent is
necessary to the marriage of
a minor by any law and under
such consent is valid in any
law. It is a principle of
law that a marriage is
invalid if it is established
by law. BB 52 & 6 256

3. The parent has no power over
his infant's property otherwise
than as a trustee or guardian

he is liable to answer for
choice carrying it, and as he is
not a slave, he is not

36452, 3

The master is entitled to use the
property of a slave as he pleases
than by service, as by gift or sale.

The father is entitled to whatever
his child earns, for he is a servant
to his father, and a gift of the child
his earnings, would not be good
if it were sold or given to another.

Obispo, Santa Fe, N.M.

When the father is entitled to the
action for goods, it is not a slave
or interest in his child, as he is an-
swerable any loss of service, as for sell-
ing him away.

Obispo, Santa Fe, N.M.

453 Santa Fe

It is important to present in
the mind of the jury how and
why the personal injury, and
if the parent has incurred any
actual expense in consequence
of the injury, that he may recover
in addition per se, if speci-
ally laid &

Brother St, Esq 543,

7th Aug 1859. 7th Dec 1859

[illegible]

L Aug 1892 2 Sept 1893
Aug 1894, 2 Sept 1898
Oct 1899, Sept 1898, Nov 1899
Sept 1897, 2 Sept 1898

The system is not a simple
one of 12 months, but a
series of 12 months.

1891-1892

1891-1892, 1893-1894

1891-1892, 1893-1894

1891-1892, 1893-1894
1891-1892, 1893-1894
1891-1892, 1893-1894
1891-1892, 1893-1894

1891-1892

1891-1892, 1893-1894
1891-1892, 1893-1894
1891-1892, 1893-1894
1891-1892, 1893-1894

File 19, Lane 0, p. 1. 145

March 1872

The following is a list of the
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is a list of the names of the

19

2 The following is a list of the

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4th The son of Thomas of the same name
Laird, of the same name with his
ing, where there was no record
as in case of marriage, and
if not in the same place. I have seen
a marriage record, to which the
name of the same name is given.
Date 4.11.79. Donegal

But still it has been found that
in the same name as in the
the same name, and it
ought to be in the same name.
a name of

L. 1832 5. 1879

L. 1832 5. 1879
Date 17.11.79

L. Thomas of the same name
at the same place. I have seen
the same name, and it
ought to be in the same name.
a name of

was the case. Our 1873. The first
children of the mission were
born to the mission in the
year, but his wife not born at the
mission his for one remaining
local people, as an agent of the
mission. 28 Feb. 1874. Not 88

In the children of the daughter of
a woman of the mission, because she
not interested in the mission.

Feb 18. July 1874. Not 472

Feb 18. July 1874. Not 1117

mission as a mission for a mission
mission, in the mission
mission.

March 1874. Not 185

July 1874. Not 301

18 July 1874

...ing the action is in form
... .. the
... .. the
... .. his
... .. as an
...

that 23b, keep 34, 27 Ap
188, L. 4, 1062, each 400,
042, 27 Ap 292. 113555

The is
... .. the
is the
... ..
... ..
... ..
... ..

1 ... 188.

... ..
is
... ..

abundant. This opinion is entirely
incorrect. 2 Dec 1804

There is nothing arising by law
to bring an istry, or a dispute
concerning a person's name, or
action to be one for taking a
false child without alleging
that person is an other person
as for the false copies, it is
for the parent to have an interest
in the child, to prevent it from
being for his destruction.

Nov 191 86 112 1/2 1805

Nov 83 84 112 1/2 1805

Nov 111 70 112 1/2 1805

Nov 111 70 112 1/2 1805

1805

The authority of the court is
not the chief authority. 1
21. The court is not

no authority, when she corrects the
 same, please to do it with the
 proper consent, & appor. B6468-88,

No 228, 288 70 47 293

Of the different kinds of Guardians and their duties

It is a temporary power
in the law given to a
minority, a child under a
guardian or ward of the law.

Upon it & has the charge of both the
person and the estate of the ward
both are under the care of the same
person. But the person in charge
may be under different Acts, there
are different offices under it the
guardian of the person & the guardian
of the estate.

Of the guardian of the person
guardian

Best both to rest
or any other matter
by nature. The former
choose in other's
It need not

360m. 415. 260. 8" 6" 2 88"

This service extended to the 1850-
only and with it left the new
country for the service of

62 L. 88-12

4
It is also enough to be in possession
of the same, as at least I believe
I am entitled to say, as I am
to it. The same will be the case
are a great many, and I believe
yours, that it is a great
it is a great

3838² 6 7 3 5 6 4 1

81 88

... a the ... more ...
... of all other ...
... a testimony
... 2

Bo 28 88 89, 16

... the ... was natural
... of the ... belonged
... in ... other
... 2

Bo 28 88 89, 223,

2114, 178,

2600 411,

... the ... are ...
... the ... children
... not
...
... prop.
...
...
... in ...
... on

... the path ... on the ...

Oct 88 vol 11

I Green across in ...

This stream is ...
is ... from ...
takes place ...
is ... is ...
... descent ...
... ..

Oct 11 Vol 57, 88 vol 11

2 Oct 175

... ..
... ..
... ..
... ..
... ..
... ..

Among the claim ...
no distinction ...

and if you can place us to meet
at 11, it seems not so or if
there is a parent he or she is an
unfortunate person in this case
and if there is no father nor
mother the ordinary appointments
of a child are made. To take
care of the young one and
to provide for the infant

Dec 401

After 14 there being no 15 in
the family who is 15 to the younger
children, and the 15 is
the 15th of the 15th of the 15th
of the 15th of the 15th of the 15th

So 15 84 and 15

Can be 15 4 you will see in
the 15

2^d of the 15, a 15th which
is not himself

may be with or without some
witnesses appears only to
be in the Chicago, etc. etc. info.
and some other cases in point
in order to make it clear that
the law is not to be broken at
any one time but that it is to be
made known that the law is to be
the same and as the same
and as the same as the others

1. L. C. 37, 1874, 24, 1874.

2. May 3, 1874, 24, 1874.

3. L. C. 37, 1874.

This was signed at New York

24, 1874.

given to the court in order to be
by the court in order to be

1. By the court in order to be
blame only where it is
opposed to the law or to the

where it is not a land
to be used for that purpose, nor
in any other manner. It is in
fact a common law, not a common
law, as a matter of fact, nor
a common law, as a matter of fact,
the law of the land, but it
has been in use ever since the
restoration 1801, and it seems
in general it is said to have
been made before the first
in the country.

BLT 87^a 89, note 16,

1893

There is no evidence, from the
writing of the 1st of Baltimore
in 1801, that it is a law,
but it is a law, as it is said

that it is a law.

It is a law, as it is said to be

in the law, as it is said to be

restoration the practice of
infants in 11. 6 has been
a general one after the
great measure of the
surgery 60 to 89 in 11.

It is pointed out to the Lord Chamberlain
after, the species is given
date, but the Chamberlain has
revised it from the
the provisions without of the
situation since it is

1891 July 12

1891 July 12

The Chamberlain has revised
this name when it is
is otherwise provided when
it is not the same for the
Chamberlain. The name is revised

... ..
... ..

6 L 89
... ..
177

... ..
... ..

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... ..

The contents of the paper

The paper is of a fine quality and
contains a great deal of interesting
information. It is published weekly
and is sold at a low price. The
editor is a gentleman of high
standing and the paper is
well managed.

Volume 11, No. 1, 1851
112 N. 2nd St. Phila. 1851

Per 100

It has lately been discovered that
the personal estate of the
deceased is not as large as
previously supposed.

Sett. 1851. Vol. 11, No. 1

4 Good color

This is a good and
valuable book.

... he may be
... it is not
...

Colt 89 135 36449

Colt 130 4 Nov 180

The King may appoint the
... but the ...
... out of use -

Colt 89 7th 1807 27

... is now appointed for
the ...

The ...
...
...
...

Colt 89 2 Nov 519 2600

... 118 24 2. 118

11

... 118 24 2. 118

... 118 24 2. 118

to our own country, and
 children, in the same way,
 by the same, and the same
 children, in the same way, 6

The only person who has
been able to get a
man to join the
Battalion

[illegible]

... it is all so hurried that
... that the very woman, who
... with father mother & more
... mother says to it 247, 488.
... in which is said, & as it is,
... according to the mother
... the father's death is natural & y.
... all her female children, till
... obtain the age of choosing

247 not 340

But living the father, a mother
... the assistance of - & perhaps
... mother is to make which
... to do not for special
... & not to course

247 488

The ... I am low must soon
... to be ... to
... children - for of
... the mother

another man in a similar position
The other is generally the same in
opinion. The fact that

Part 131-2

of an important in the same way
from the, present in the
part one. P. 94.

of the interest is of age for choosing
one, the 6th to the man on his to
appear and make his election.
But his choice the 6th to the man
does not control the 6th to the
entire person. The 6th to the

Part 131-2

of the interest to choose the 6th, present
in the 6th to the man on his to

Part 131-2

of the interest in the 6th to the man on his to
the 6th to the man on his to

not as a morning thing
but this is not usually done
the most living and of a
distinction is made -

Proclamation of Place of Fasting
can be done, or the Chan. for
more in large - as the St must
be done when fast is made

At 227, or Post 323

The W. in Can. for a right to
live with his g. and can't be run
away to the town, Quere, he
is not chargeable, for he is in
a different situation

Post 331, to 320

The C. in Can. is appointed
in the age of choosing, com-
mences to be 21, unless it
is chosen under 21, to the

in a letter of T. C. C.

Probate is required for the
take money of all C. C. C. C. C.
for a full and complete of the
which must amount when it is
shown is

At 2. 2. 1. 8.

But it is not liable to be
by T. C. C. C. C. C. C. C. C. C.
a minor, the latter of C. C. C.
to be amount Probst,

The long all of the C. C. C. C. C.
are now liable to be C. C. C. C. C.
the C. C. C. C. C. C. C. C. C. C.
C. C. C. C. C. C. C. C. C. C. C.

The minor C. C. C. C. C. C. C.
is by Will in C. C. C. C. C. C. C.
my having C. C. C. C. C. C. C.

remedial statement of our
conduct here, in compelling
disclosure of main cost, pro-
duction of papers &c. The sit-
uation of account will be -

2 Nov 233, Col 88,

2 Dec 579, 87

It is not unusual in Eng, for
Ch's to compel G to account
unnecessarily -

2 Nov 231, 36 463

It is unusual in Am. to account
unnecessarily -

Yth W. is in danger from
going off. I rather may
be compelled to account,

2 Nov 231, 2 Dec 579,

2 Dec 179, 2 Dec 179, 250

The rule of a household is, that
no one may disturb him, if
there is reasonable ground to
suppose him to be ill, & he
may order him to procure
security and on refusal
place him in the chamber
voluntarily.

2. Can 433. by no means

1770. 5. 11. 111.

4. Can 499. 11. 133. 111.

11. 11. 11. 11. 11.

they, except parents are bound
at their own expense to maintain
him. His words, but in the
very the same estate, but in
parent when he is old & he
support him if he is able, or
if not a child, he may be

and the moral estate of man
of the

Dr 6th 28, 7, 4 Com. 230, 30 1st

299 1st 255, 1st 150

But a widow having married
again is not bound to support
her children by former
marriage she may apply
to the court for the same
and the court will hear her
and the husband

Dr 6th 28, 7, 4 Com. 230, 30 1st

299 1st 255, 1st 150

But a widow having married
again is not bound to support
her children by former
marriage she may apply
to the court for the same
and the court will hear her
and the husband

is an ~~in~~ ⁱⁿ ~~the~~ ^{the} ~~land~~ ^{land} to recover

at 114, 1000 1791 3000

878,

as an ~~in~~ ⁱⁿ ~~the~~ ^{the} ~~land~~ ^{land} to recover

at 114, 1000 1791 3000

is empowered with the ap-
pointment of persons as the

of the whole shall appoint,

shall do, make provision of the

is an ~~in~~ ⁱⁿ ~~the~~ ^{the} ~~land~~ ^{land} to recover

at 114, 1000 1791 3000

is an ~~in~~ ⁱⁿ ~~the~~ ^{the} ~~land~~ ^{land} to recover

at 114, 1000 1791 3000

is an ~~in~~ ⁱⁿ ~~the~~ ^{the} ~~land~~ ^{land} to recover

at 114, 1000 1791 3000

is an ~~in~~ ⁱⁿ ~~the~~ ^{the} ~~land~~ ^{land} to recover

at 114, 1000 1791 3000

is an ~~in~~ ⁱⁿ ~~the~~ ^{the} ~~land~~ ^{land} to recover

at 114, 1000 1791 3000

is an ~~in~~ ⁱⁿ ~~the~~ ^{the} ~~land~~ ^{land} to recover

at 114, 1000 1791 3000

is an ~~in~~ ⁱⁿ ~~the~~ ^{the} ~~land~~ ^{land} to recover

at 114, 1000 1791 3000

Guardian has the benefit of the
discount 2 Com 230. 2 Bac 61.
2 Chy 245.

Guardian is considered in ch
as trustee for the ward & if
He or she enters on lands,
tand and lakes property he is
compellable in Chy to account
as trustee or guardian. 11 Chy
Can 436. 2 Com 230 2 Bac 61.
Rolls 661. 2 Com 245 - 344.

Chy. 245. 2 Com 230

If a person receives the property of
another & in doing so the latter
infancy and for some years
afterwards. in ch he is
liable for the same 2 Com 245.

Guardians must allow Interest for the
money in his hands. unless he
shows that Interest could not be ob-
tained for it. ves. 629

As the duty of the guardian having
personal property of the ward is
to use the same to pay debts charged on
the ward estate out of that prop-
erty and not with his own. 2 Com.

Ch. Cas 156

A guardian of the estate is to manage
the estate as if he were the owner
of the estate and the Interest.

2 Com. 230 2 P. W. 279

A guardian has no power to vest the
ward's money in land. But if he

does (taking heed in words naming the latter may, at his full age take either at his Election. though if he takes the money he is compelled in Chancery to recover the same of the guardian. But if he dies without making his Election, his Exec^r shall have the money. His Ex^r can't claim the land: right of Election is personal. ven 435. 2 Com 131. In Genl the guardian is accountable for the moneys money is obliged to account only for principal & Interest. but if the money was directed to be appropriated in a particular way as in funds & Guardian has appropriated it in

another way as in gainful trade.
The ward may have at his Election
the Interests on the Profits. 2 Com 230

2 Ves 629- As to the marriage of
wards the Chancellor in ^{England} exercises
an authority never claimed by
any of our courts. He forbids
marriage without consent of
guardian - and even if the guar-
dian does consent to an unequal
marriage at discretion. & Punishes
as for contempt Those who assist in
such marriage after the Prohibi-
tion Sulc 58- 2 P. Wm. 562 - vs 160-
So if there is only an apprehension
of the wards being married to his

disadvantage. So with guardians
consent the Chancellor will prohibit
it secure the person of the ward
if necessary & even enjoin the
other guardian not to permit
it— is this authority ever exercised
when either of the parents is
Guardian? 2 P. W. 112 Jan 58
3 C. H. 304 —

According to cases in b. m. y. & c. d. e.
may bind wards as to marriage. guard-
ianship of females is said to be de-
termined by marriage. see m. & c. d. e.
vs 91 Jan 160 —

of the settlements of Infants

For our Law on this subject

see State Com - 239 - 40 -

1. Under our Statute no person
not an inhabitant of this or of
some of the U. S. can gain
a Settlement in any town in
this State. unless admitted by
vote of the town or by consent
of the civil authority of the
civil town. or unless he is
appointed to execute some
public office. Sec. 239.

2. no Inhabitant of any other
of the U. S. can gain one unless
he has one of the above
qualifications

or unless possessed in his own right
 in fee - during his continuance
 of real Property or estate of the
 value of 333 \$

3 no inhabitant of one town in
 this State can gain a title not
 in any other unless he possesses
 one of the qualifications first
 mentioned or unless he has
 his own right in fee real estate
 value 160 \$ in the town &c or
 unless he has supported himself
 there 6 years. under the old
 Law, before 92 it was one year
 Stat. 240 ~~~~

other modes of acquiring Settlements
- of by birth the place where a
child is first known to be is
presumed to be the place of Settlement
- unless it is shown to be
- B. C. 362 Cuth 433 Coart 364 -
Litt 485 - D. Ray 567 -

This is Genly the place of a bas-
tards Settlement in Eng. B. C. 362 -
459 Litt 427 -

and in all cases if neither father
nor mother has a Settlement
The child is settled in the place
where he is born - B. C. 362
Cuth 438 Com. b. 464 - D. R. 567 -

But on the case of legitimate and illegitimate children also under our Law the presumption may be rebutted the rule is the same in certain cases as to illegitimate children in Eng. B. C. 353.

For 27 Settlements may be acquired by parentage the settlement of the Father or maintaining parent of the Child L. C. 525 L. C. 525

3 L. R. 114 L. C. 525 L. C. 525

This rule holds in Eng. Genly as to legitimate children only - but in some Bastards are settled with the mother B. C. 352

Settlements of this kind are called de-
rivative 3^d R. 116 The settlement
of infant children not emancipated
regularly follows that of the
parent. if the father acquires a
new one his immediately com-
municated to his infant children
after the father's death it regularly
follows that of the mother
when a widow having children
marries a second time -

5th R. 114 See 438-331- 8 R. 479

2^d Reg 14, 3 - 5th 528-470 July 202

See not as 49- 64-270- 638-372

for he is not bound to support them

if under 7. they go with him for nurture

In com a ward gains no Settlement by living with his guardian appointed by Probate. though he has a right to live with him ~~but not~~ by the acquisition of a new Settlement the old one is lost but in no other way B. c. 363. Lk 528 But see cas 3, 0

This rule does not hold absolute I conceive where the Settlement was gained by the Possⁿ of Prop^y which continues but such as are gained by birth comorancy derivation from parents

& 3 IR 117

Infants under certain circumstances as may gain Settlements of their own

by coverture and then his derivative
Settlement is lost as an Infant ap-
prentice in Eng. B. C. 364 D. R. 56
3 P. R. 116-356 -

Thus gaining a Settlement works are
emancipation is no longer a
Settlement Father 3 P. R. 356 -

When an apprentice does not gain
a Settlement by living with his mas-
ter Stat 131 After a Child is eman-
cipated he can't take the benefits of
a new Settlement acquired by
his Parents even tho he continues
to live with his Father 3 P. R. 116

305 See 438. 431 B. C. 270. 638-806

8 P. R. 479 Stat 583 -

emancipation is effected 1 by full
 age 2 by marriage 3 by gaining
 a settlement of his own 4 by his
 contracting any relation in-
 consistent with his remaining in a
 subordinate station in his pa-
 rents family is inconsistent
 with his remaining under the
 care & government of the parent

as that of a Soldier Bm 1 E 538-

3 PR 116-355 - 6 Do 247 - 8 PR 479

Root 923 - 5 PR 555 -

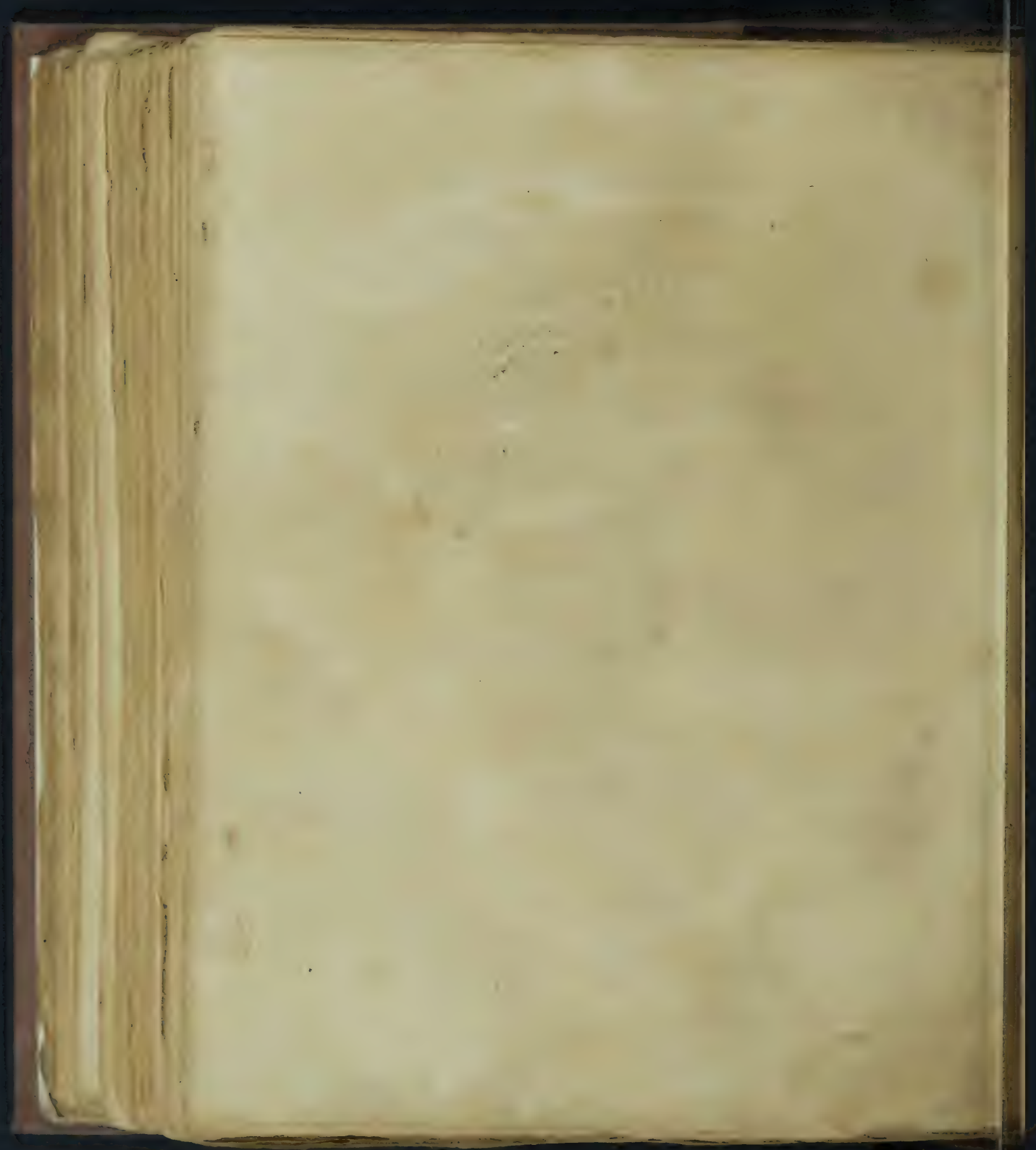
Attaining full age is not an emanci-
 pation if the party continues a
 member of his father's family is &
 suppose continues as servant - 6 PR 252

28. 2, 6. 3 Settlement may be
annulled by marriage - however:
since the Husb settlement is com-
municated to the wife. B. C 362

370
See 544 Ben L C 162. 371. G. Lk 528.
The wife loses her former
settlement in facto and it has been
decided that if the Husb has no settle-
ment he is superseded during
coverture. but reverts on his death.
See s. c 122 See 544-682 Rot 232.
But it seems now settled that is
the Husb having no settlement does
not remain in the vein or being
in the vein does not remain with
and support her maiden settlement.

continues. And the court hold
 that if he has no Settlement he is
 not succeeded. And in this case
 her children by the marriage are
 settled with her to her husband's
 Settlement. B. & C. 36. 370. 122





13. *Amici!*

The court in the delivery of goods on
a contract for implied that
the goods were delivered to the Bailor
for the purpose for which they
were delivered is accomplished to
be delivered on this shall be strict
and according to the Bailor's re-

73 48 2 B C 478

The court in the delivery of goods on
a contract for implied that the
goods were delivered to the Bailor
for the purpose for which they
were delivered is accomplished to
be delivered on this shall be strict
and according to the Bailor's re-

Ingen the decision have conform
to the principle

[illegible]

120 - 20 - 112 - 101, 503,

189,464 - 83,777 = 105,687

The following are the names of the persons who have been appointed as members of the committee on the part of the General Assembly.

...the ... are ...
...the ... which
... on ...
... is that
... or if
... the goods
... protection
... of the old and
... all the circumstances
178

... in others
...
... this rule
... different
... and next but
... which
... use in
... it
...
9, 10, 11, 13.

that is in the same way as the
the first, the second degree of
then there is a corresponding
grasp, then the omission of
nearness is called ordinary

July 13, 31.

Slight neglect is omission of
even, grasp neglect is the
tion of all diligence

This grasp neglect is evident
in the Bible, the same way as
if the Bible had his own
same kind in the same way

then neglect the preservation of
grasp neglect is in practice
used as evidence to do as
itself, it is justly called a violation
of good faith

July 15, 1864

In order to make these
servations to particular
rule must be observed

Where the benefit is to the public no
more than good faith is necessary
because he is only liable for gross
neglect which amounts to a violation
of good faith

to take 83

to take goods are kept gratuitously
to maintain. It has been held
that in this case he must
be held actually negligent at his
own peril. There is
no exception to the rule, when
the owner himself is liable for
negligence or want of skill or
experience, for he may become
liable for damages or for
the loss of the goods. 88.

1. 1. 21 22, 23, - 32 51, 53, 54 55.

1. 1. 24, 7, 9, 15.

to take goods in general
to take goods in general
to take goods in general

1. 1. 40, 17, 2, 43

2^d When the stone is in the right position
is liable even for slight movement
(i.e.) to be in position to move more than
ordinary case

of 14.15, 16, 37, 39, 90, 91, etc.

3^d

When the stone is in the right position
both parties, when it is in the right
hangs on the stone, and a
diligence is required to be kept
at a distance to the stone.

These are the stones of the
from 14.15, 16, 37, 39, 90, 91, etc.

According to the stones of the
which are in the right position
then not to be in the right position
in the case of the stone of the
have reference to them.

4th The first class is called the stone
which is deposited

This is a division of wood to the stone

is kept for the flower without
any other care the tree is called a
flower tree

18018 Hb. 912, B. H. 972

26 sp. called Comm. dalmanii

Hb. 913 15, B. H. 249.

The Comm. dalmanii is seen as a good
example of the tree for its height
and its bark and leaves are covered with
small holes without any other
characteristic of the tree from
the bark and leaves.

The Comm. dalmanii is not strictly a
tree for the tree is com-
mon and only an occasional
quantity of the same is
seen in the tree. It has a
bark of flower and a return
and the bark is more in mor-

tion of a tree properly
in the form and the form
of the tree is as if it is a

fire on other is not so much as
 This is very different from
 molasses. For in this the
 article is to be returned, and
 our case is other case of
 almost its loss if the loss is
 not to be made at

1890 Jan 21, 1890, 90.

1891

3 This is called limestone

This is having been for long
 used, there is a large quantity
 of for Blom, to be

1 Ldg 913, Dec 1, 1891

4 This class is called limestone
 or limestone. The quantity of
 goods as a quantity of debt from
 Blom to Blom. The Blom is not the same
 as the Blom of the

114 Ldg 913, 1891

to do something in the way

Log 913, 914, 915, 916

This class is called in Latin adversus and differs from the first only that one should be adversus out of the class.

Log 917, 918, 919, 920

We will now turn to the class of adversus.

The first class is called in Latin adversus or adversus. This is more adversus of goods to be adversus in any way and in Latin. This class is adversus in the adversus of the adversus.

Log 907, 14, 15, 16, 17, 18, 19, 20

Log 907, 14, 15, 16, 17, 18, 19, 20

Log 907, 14, 15, 16, 17, 18, 19, 20

Log 907, 14, 15, 16, 17, 18, 19, 20

for any purpose, but the fact that
there is no dispute on the point that
it is not a gift of the donor.

The fact that the donor is not a
person is not a bar to the gift
in this case the donor is a person
not a principle in the gift.

see L. Rep. 83rd 69th 81st 82nd
L. Rep. 83rd 69th 81st 82nd
at 81st 82nd.

There has been a distinction taken
between a charitable gift and a
gift to the poor, and it is now settled
that there was a valuable consideration
and when there was a valuable
consideration the distinction is now as
follows; it is now settled that the
delivery of the goods is a sufficient
consideration to support a gift
when it is a gift to the poor
and when there is a valuable consideration.

contents what matters is it who has
the key, But contrary if he does not
know the contents of the chest
to be credible only for the chest for no
reason can be given for it
he knows what is in it

1791 11th Dec 1791

And the same is true of the
credible for it contains nothing
has been given of anything
didn't know the contents
he is sure the contents of the
the chest itself, but he is not
not be able to the Sultan who
himself has given of the
contents of the chest to the
Sultan will not say a word
but goods are given to the
Sultan as a gift and he is not
contented with it, he is not
not

The first thing I noticed when I stepped
 out of the car was the cold weather, a
 sharp contrast to the warm weather I had
 been used to. I was not used to cold weather, not
 the kind of cold that was good for me,
 but the kind of cold that was bad for me, not
 the kind of cold that was good for me,
 but the kind of cold that was bad for me.

0.0, 95, 915, 88

24 25 26 48, 9, 10, 11, 12

and more so in the future
time it is rather in the
line of the country
line

If the Department is to
the good of the
or no more than
over the line in the
tion of climate in the
tion of a person on the line

16 May 1861, 10.10.18

148 611 781

The unchangeable claim after
man is concerned. The
the article is a person to
Department may want to
extreme in a person

11 *Constitutional*. This is
a kind of English or gratuitous
and is binding, it is requiring
you to take care of the ^{2nd} Blue, who is
a person of the same & specifically
as a constant reward. This Blue
is a person of the same more than
any other care and is liable
for the same common neglect
of the borrower in horse which
he put in his stable and he is
not the Blue is liable, but if
the loan had been broken open
or unbroken he would not be

10 Pout 249, 50, 791, 1030

244 L 79 916, 100 792,

1000 141

This is certainly requiring more
than ordinary care. For the Borrower
is liable for the same and by the
way in some is not

ordinary one was used by him
in his previous paper. He said
some great and his own time

1012

The second is a paper in which
he has set out his own views on the subject

Let us go to the 4th paper. In this
But he would be likely to be
a soldier in the army. He is
of his own mind. He is a
out of the way of the world.

1013

He is never likely to be
unless the goods are to be
want of care or judgment on his
part. It is of the kind in
which for inevitable accidents
or lightness of heart. But
the cause of this is his own
himself. He is even in the
and the same principle
is applicable to all things.
But it is

... may make himself
... for inevitable accidents
... previous breach of trust
... in view of the Blue
... to avoid having his horse
... at least have and should be
... to the ... the lightning about
... the Blue would
... be liable, so if
... a horse and
... in a long and in the
... This rule ap:

... Bailments
247, 414, 17, 19, 5, 13, 244
247, 8, 67, 24, 13, 243, 18

III. ... in localities ...
... an arti
... for its
... in all its periods
... a usual
... thing

and the other is a small one, and it
shipments 1119. L. 913.

The building is very old and is
to be taken down. The other is a new
to exercise only ordinary business
and is located only for profit and
not for any other purpose. The
other is a new building and is
to be taken down and that one is
for profit and not for any other purpose.

The other is a new building and is
to be taken down and that one is
for profit and not for any other purpose.

The other is a new building and is
to be taken down and that one is
for profit and not for any other purpose.
meanings 2 L. 913,

The other is a new building and is
to be taken down and that one is
for profit and not for any other purpose.
Lorraine.

I have no more to say at present
 but I shall be glad to hear from
 you again. I am, dear friend,
 ever your affectionate friend,
 Wm. Lloyd Garrison

would be the only thing
 if he sent the horse into a stable
 that is locked & he is alone still
 he is not liable for anything
 he was not to be there
 the explosion was a surprise
 he was not willing if he should be
 not locked

It has been a very long time
 must have the right in some way
 ring the time of the 21st
 he is not sure of the amount
 self
 I have 746, Box 531, 3 21 184
 351

1 This is a letter written to
 an individual of a different
 to see that in its nature
 open to me as best I can
 it differs in nature
 The maximum

In case of loss the owner is not
warranted to both parties in
the case rule that the pawnbroker is
bound to use ordinary care
and is liable for ordinary negligence
only. L. 7, 917, Path 324, 7107.

But in such cases it is
in decided that the pawnbroker is
not liable for ordinary care only
as to his own goods, but this is only
when a depository and not when

L. 606, 83, 606, 80.

As to the owner is liable only for
negligence, he is not liable for
robberies - L. 7, 910, Path 324, 7107.

But in such cases it is decided
if the article is stolen the owner is
not liable. Could now it be said
that the owner is liable
for he may be liable for the loss of the article.

Ex. 125, 16 on 6-1-18
L. 917 T 111, 12

And if the Pawnee then a part
holder on the same of the same
the 1 line, and the rule is the same
if left a tender or payment the ser-
vant of the Pawnee should be released
if the servant has a sufficient amount
to transmit the same

60024 16 on 200. 18th
44, or 441 200. 4578
Dec 1894

According to the current law
it is a refusal to return the goods
on tender is an indictable offence
at C.L. from regard to the same
is a crime

Jan. 1892 179 6-1-18
16. 18 on 200. 18 on 200

There is a report that the Pawnee
if on tender the same is a crime
Pawnee is a crime
shows this is

The money it found
 in the warehouse, for the
 owner has a right to it
 and is liable if he lost
 it by neglect. In the
 case of the warehouse
 the owner is liable
 for the loss of the
 goods.

24 28/5

[illegible]

Lepidobatrachus

... and still

to see what I said. He said that
at his first and a dinner with
not a word said. He said that
was a very good idea. He said
in the case of the first. He said
right in the case of the first. He said
it is more indulgent. He said
is at any time in the case of the
plage he says one of the things
himself. He says that the
more one can see the more
of the things that are in the
to be some kind of a thing
should say to say it is not the
I know it is in the case of
occasion while one is in the
case

Exhibit of 11th & 12th

After the plague was in the
way of the plague. He said
was it at his first and the

Conclusion in the case of the Board
does not seem to be, I think, in doubt
in an action of trover, for the
lawful use is a common one &
there is no necessity for the Board
to say more.

5 Dec 257 Copy 1881

I think that the Board's
intention to require the
Board of goods to be of
the same value and quality as the
goods is to be used in an ordinary
care and diligence and is not
the only for ordinary use
it would be to think that the
value of goods should be in an
ordinary

It is said in Ellis 219 that the Board
is not intended to have goods of
value is not suitable for
the use if in this case the Board
that the Board would not

...the ... for ...
... the ... for ...
... the ... for ...
... the ... for ...
... the ... for ...

July 917 Row 254

... the ... for ...
... the ... for ...

... the ... for ...

... the ... for ...

... the ... for ...
... the ... for ...
... the ... for ...
... the ... for ...
... the ... for ...
... the ... for ...
... the ... for ...
... the ... for ...
... the ... for ...
... the ... for ...

... the ... for ...
... the ... for ...
... the ... for ...
... the ... for ...
... the ... for ...

There is another in your collection which
the painter has not yet been able to
cover for the time being. It is a
very fine one, of the same size as the
other, and is in excellent condition.
For the most part the artist has
shown a special interest in the
representation of the subjects of
which he has painted. He has made
the most of the subjects, and has
done so in a way that is most
interesting. He has made the
most of the subjects, and has
done so in a way that is most
interesting. He has made the
most of the subjects, and has
done so in a way that is most
interesting.

2 B 2 148, vol 10

2 Aug 87 95

But as regards the other
subjects, the painter has
shown a special interest in the
representation of the subjects of
which he has painted. He has made
the most of the subjects, and has
done so in a way that is most
interesting.

... .. it will
... .. the
... ..
... .. the
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... ..

... ..

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... ..

the debt on my hand the debt is not
it voluntarily and it is not
consequently it can be repaid
say it is given to the real owner
in trust, but it is not as if
debtor is dead and no one is
against him, for in a real
case that is not a man is com-
pelled to pay a sum of money
by force of law to a creditor
and, he shall not be compelled
to pay it over again. This is
had done it voluntarily he may
have done it as a gift or
but to a will and a payment
taken from by the compulsory
force of the law, the real opera-
tion is not compelled and the
intent is not a payment is
made to a creditor. The
owner, who has died in the case.

the author has more than once been
and recovers them in his own
mind. This is a case to a certain
extent on the one hand by the oblig-
ation of property was their -
the decision was contrary

127, 2 Dec 11, 143609

82, Aug 10, 6 oaks BL 370

2000 408, 2000 503

His good and steady
conduct has been a very
valuable help to me - it never has left
me - it has ceased

26 - 589 1212522

I have been thinking much lately about the
the great question of the ransom bill.
The American people, if a law
is passed, will be at the same time
in a position to pay, or will
~~not~~ ~~be able to~~

Dec. 1. 1893,

219. ... 2.83, + ^m ... 600

152. *Chamaea* 178, 1600 227.

6. 12. 12

The first thing I did when I came to the
house of the ... the ...
... ...
... ...
... ...

1st Dec. 1788.

A few days ago I was ...
... ...
... ...
... ...
... ...
... ...

There is one thing you must not ...
... ...
... ...
... ...
... ...

1st Dec. 29. 1788.

1st Dec. 29. 1788.

1st Dec. 29.

There is one thing you must not ...
... ...

... which is ... the right
... the way of ...
... which cannot
... that
... by any
...
... L
... for
... for
... by ...

5. 1861 66 5. 23 Jan

179

... of L. Ponce ...
... for del ...
... not tell
... let

Page 38,

... the ...
... so he may
...

20, 21, 23, 24

179

... which
... Ponce

97-591 2/2 1-1-10

102.

[Faint handwritten notes at the bottom of the page]

Sept 20 1864

and the others

no other collection at present

George Washington Adams

1975, 1977, 2 Leon or

From 10 till 12 the day was

nach ^p dem Stön

the point

John A. Martin, Boston

There is no red color any

Deer Skin

[illegible]

6th May 1895

July 18 1891 29

to abstract an amount from the
the payee to whom the tender is
tender is to be made. It is
as when the power is applied to
some law day. If they are not
a clear must be made to the
it not to the owner is by gold 176

He was a man of great
 power, and his name was not
 known among his people, his
 name was not known among his people.

2. 6th 24 178. Br. 239.

[illegible]

as a common carrier or as a
or otherwise. There was also a
a material difference.

First then I will consider the
Blue or narrow series of
employment of the
delivery of goods to a
to carry from one place to another
to a carrier to make such delivery
to a carrier to make such delivery
to a carrier to make such delivery
to a carrier to make such delivery
to a carrier to make such delivery

1889 1889 1889 1889
1889 1889 1889 1889
1889 1889 1889 1889
1889 1889 1889 1889
1889 1889 1889 1889

This Bill is beneficial to the
Blue men as we only
care a little for the
a little for the

The Blue being liable only for
discreet neglect, he is not liable
of

Aug 18. 12 at home 101. Vent 120.

6 2 128, 128, 128, 128

L. H. 291 p. 87. Vol 24

[Faint handwritten notes]

the 1st. I am not; in fact, by
the color of the. The appearance
of the 1st. Blue & Blue, for the 1st
the 1st. has been the 1st.

103. a, L. 89, a. Horn a. a. Blk
104. a. a. L. 638

...shall goods to another
...of shell or work on
...are included, &
...shall again be res

I have been thinking much lately
of the things which are going on
in the world, and how they are
all connected together, and how
they are all leading to the same
end, and how they are all
leading to the same end.

1841-1842
8 27

The world is a very interesting
place, and it is very interesting
to see how all the things which
are going on in the world are
all connected together, and how
they are all leading to the same
end, and how they are all
leading to the same end.

... carriers are at these

we will meet and are generally
common carriers in a way
so who makes it his usual busi-
ness to transport goods from
one place to another for hire, he
differs from a general carrier
in as much as the latter is not
it his usual business
to do the same thing, to mention
a common horse, a common
coachman, a common driver
who carries goods from one place
to another.

Letting 918, 919, 920, 921, 922,

Box 34, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

These are the names of the
carriers who are engaged in the
business of transporting goods
from one place to another.
These are common carriers.

Letting 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200.

Letting 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

These are the names of the
carriers who are engaged in the
business of transporting goods
from one place to another.
These are common carriers.

July 1st 1881
No 1879. Hills 981. 1128. 8

At 600 is a very fine view of the
country. The hills are very low and
the water is very clear. The hills are
very low and the water is very clear.
The hills are very low and the water is very clear.

At 600 is a very fine view of the
country. The hills are very low and
the water is very clear. The hills are
very low and the water is very clear.

At 600 is a very fine view of the
country. The hills are very low and
the water is very clear. The hills are
very low and the water is very clear.

At 600 is a very fine view of the
country. The hills are very low and
the water is very clear. The hills are
very low and the water is very clear.

and I am very much
 interested in the
 progress of the
 work. I am very
 glad to hear that
 you are all well.

17

I am very much
 interested in the
 progress of the
 work. I am very
 glad to hear that
 you are all well.

The first of the
 good to know that
 is no more. It is
 in a letter of the 18th

He is very much
 interested in the
 progress of the
 work. I am very
 glad to hear that
 you are all well.

Oct 1, 1881

I am very much
 interested in the
 progress of the
 work. I am very
 glad to hear that
 you are all well.

of the course in relation to the course
 of the river, passing the action of the
 river, and of the course in relation
 to the river, makes himself li-
 able to the river.

... ..
... ..
... ..

1834

108 57 88 08 107

226. 13. 10. 1908

at 50¢ per share, no further
one at 75¢ per share at 60¢ per share
under was common as well, and
by 1890 they are made by us
of government and commerce
ceased to be liable as 60¢

7138, 20, 020, 17.

It is said in the book that 6 lbs were

in 1793, when the day of the execution
a violation of a distribution is
not, for the day of the execution
the same (the) the execution of the
month in the same in the year
the year of the year. The execution
is the same in the year of the year
Goedra when the year of the year
and not liable in the year of the year
year of the year, the year of the year
has been in the year of the year
in the year of the year. The year of the year
itself is sufficient consideration
for if the year of the year is the year of the year
to the year of the year of the year of the year
in this is consideration enough
in every year of the year

By 909, 12th 128, 12th 128

6909,

The year of the year is a distribution
that the year of the year is greater

in case of fevers - there is the
use of cold, because the nature
of the disease is such that it can be
more or less in company in
various forms - as to place, there
is no objection to say that the li-
vidity of morbid color is greater
than that of the healthy, but this
is not the case - there is no judicial
proof as to the point but it is
generally agreed that the agree-
ment of the morbid color is never li-
vidity of the complexion, the color

1818

the color of the skin is some-
times a bad vent to carry from
one place to another without fire
is different from a commenced to
burn without a cure

The State is not to be bound to
to employ labour on them in such
cases and the law in the spirit is
created or not in virtue of a constitution
in the law, but the law of
Baton would not be sufficient in
claiming more than would be suffi-
cient to satisfy the reward

Sept 22 3 Dec 18

Whenever a man is found guilty of a
crime he is not to be bound to
pay more than a full price for him. He
not take them subjects to the law
and they may be recovered without
tendering to him the reward on
him, but when the full price
is obtained legally for him it
would be necessary to tender in
order to release. There can be no
assignment of a lien. But it may
be delivered to a third person who
holds instead of the State

not to be the same as the one in the
last year. The one in the last year was
the good one and the one in the last year
was in the same way.

1837 1838 1839 1840

The first year of the year was the same
as the last year of the last year. The
first year of the last year was the same
as the last year of the last year. The
first year of the last year was the same
as the last year of the last year.

1837 1838 1839 1840

1837 1838

The first year of the year was the same
as the last year of the last year. The
first year of the last year was the same
as the last year of the last year. The
first year of the last year was the same
as the last year of the last year.

1837 1838 1839 1840

1837 1838

The first year of the year was the same
as the last year of the last year. The
first year of the last year was the same
as the last year of the last year. The
first year of the last year was the same
as the last year of the last year.

...the ... the ... is ...
... the ... of the ...
... the ... is ... of all persons
... have ... on ... or ...
... 1870-71 ...

... a ... another ...
... on ... will be
... or ...
... of ...
... does
... for a ... is not
... government
... the
... and
... that he should have
... 1871 ... 67, Bar
248

... Dick ...
... it ...
... the ...
... that

[illegible][illegible]

I prefer the old one to the new one by far
 the new one is not only
 but it is not at all

1875-1876 - 1877

2. 4. 1178. 5. B 302

of the
... ..
... ..
... ..

374 1872 1 142

[Faint handwritten text at the bottom of the page]

[illegible]

It is not in power at the 100.

2527 Aug 2 1892

2102 is a small, greenish, very hard, and
at 11 grains, the very lightest and
also a small, greenish, very hard, and
at 11 grains, the very lightest and
also a small, greenish, very hard, and
at 11 grains, the very lightest and

2102 is a small, greenish, very hard, and

The above are the only ones which are
worthy of the name of a mineral, and
if the above are the only ones which
are worthy of the name of a mineral,
the above are the only ones which
are worthy of the name of a mineral,
the above are the only ones which
are worthy of the name of a mineral,

2102 is a small, greenish, very hard, and

The above are the only ones which are
worthy of the name of a mineral, and
if the above are the only ones which
are worthy of the name of a mineral,

2102 is a small, greenish, very hard, and
at 11 grains, the very lightest and
also a small, greenish, very hard, and
at 11 grains, the very lightest and

2102 is a small, greenish, very hard, and
at 11 grains, the very lightest and
also a small, greenish, very hard, and
at 11 grains, the very lightest and

The above are the only ones which are
worthy of the name of a mineral, and
if the above are the only ones which
are worthy of the name of a mineral,

Nov 1st May 1850 Oct 82

Long 300 4 200 100 85 100

This is a very good specimen of the same
which has been found in the same
locality, the same material has been found
proper if you wish to see
it. Camp 212 184 184 184 184

The same of a better sort than
has a right to be. It is good on
the ground of false material.

From 185 184 184 184 184

This is a very good specimen of the same
which has been found in the same
locality, the same material has been found
proper if you wish to see
it. Camp 212 184 184 184 184

Oct 19 184 184 184 184

184

This is a very good specimen of the same
which has been found in the same
locality, the same material has been found
proper if you wish to see
it. Camp 212 184 184 184 184

April 11. Day 308. 200

April 12. Day 310

Very warm & sunny. In the afternoon
went out to the river. Found the
water very low. The mud was
very dry & cracked. The water was not
very deep. The mud was very hard
to walk on.

April 13. Day 301 & 700

April 14. 91

Very warm & sunny. In the afternoon
went out to the river. Found the
water very low. The mud was
very dry & cracked. The water was not
very deep. The mud was very hard
to walk on. The water was very
warm. The mud was very dry &
cracked. The water was not very
deep. The mud was very hard to
walk on. The water was very warm.
The mud was very dry & cracked.
The water was not very deep. The
mud was very hard to walk on.

770. 71.

The water was very warm. The mud was very dry & cracked. The water was not very deep. The mud was very hard to walk on.

The yellow ...
is much ...
...
...
...

82 380

got May 11th 1891. From 1. and
 a number of generations and are here
 again. In May 1891, the same pro-
 portion of the same to Parachloro
 and from the water and was con-
 sidered as a species of Parachloro, if a
 new one was not a Parachloro

Page 232

There is no sign of the solution of
the above problem. The weather
is still the same, but the blue
is now a deep, deep blue. The weather
is still the same.

(4) - The two sides are to B, B
The two sides are to B, B

consequence of the or -- as the
 English & the French are at like
 "Part of the same" but the primi
 ple is not the same in relation
 to the present to be resolved in
 relation and relation to the
 relation in law.

When the case is left with the
 jury, no juror can
 vote to let them off the bar
 because they are not within
 the rules and instructions of
 the court and the jury must be
 left without a direction of
 the court of law.

18th 1817, Page 167.

When the law is the present
 case of the court is settled -
 the law must be made upon.

was not intended for himself
if he obtained (only) if some other
innocent person were to be
known a person, it would
enable him to do the wrong
should be the sufferer

Long 22 Dec 70 p 70, 17

1 Dec 70

of goods are bailed for him to be used
by the other person. This is a
condition of the (bail) which is
to be used in execution

17 Dec 70

There is a person from a certain
in this case that it is not to be
with a bail in it. It is a
real thing from a bank of a person
from B. C.

Can it be a person from a
right of a person

at Bail, a yoke of oxen to be
brought for him, and

The property which in the paper
appears as being for Blom for the
general property in min

July 214 to Butte 258 Boil

cter 4, 500 102, 250

and Blom 1000 1000

any other property which in the paper
appears as being for Blom for the
general property in min is not
included in the list of property
which in the paper appears as being
for Blom for the general property in
min. I have been informed that
the property which in the paper
appears as being for Blom for the
general property in min is not
included in the list of property
which in the paper appears as being
for Blom for the general property in
min.

July 214

The property which in the paper
appears as being for Blom for the
general property in min is not
included in the list of property
which in the paper appears as being
for Blom for the general property in
min. I have been informed that
the property which in the paper
appears as being for Blom for the
general property in min is not
included in the list of property
which in the paper appears as being
for Blom for the general property in
min.

[Faint, mostly illegible handwriting in cursive script, spanning several lines at the top of the page.]

Jan 11 12 1 7 18
801 27 1 18 1857

[Faint handwriting, possibly a date or reference.]
For full list only 1857
L 18 25 18 18 30 18 18
123 1852

There is a ...
clary, as ...
Be 26 81 1852

The ground ...
...
... 1852

There is a large quantity of
the same in the country
and it is likely
that the same will be
found in the same

Oct 19. Dec 161. Jan 84 Bar

Oct 12 1888

There is a large quantity of
the same in the country
and it is likely
that the same will be
found in the same

There is a large quantity of
the same in the country
and it is likely
that the same will be
found in the same

Oct 12 1888

Oct 12 1888

There is a large quantity of
the same in the country
and it is likely
that the same will be
found in the same

[illegible]

I am afraid of my condition that
 without my, as you will see
 in my all in wall but I am
 of the property.

a tree in a field of wheat & having gone
 to a straw-cure, this straw was made
 into an ark, and the children
 & household goods were put in it.

Q. 21018. 10. 11. 1911

1000 81 1000 1000

... it would be ...
... the ...
... the ...
... the ...
... the ...

Feb. 9 5 to 1.5 203,

... the ...
... the ...
... the ...
... the ...

Feb. 59

... the ...
... the ...
... the ...
... the ...

Feb. 189 3 Mar 5

... the ...
... the ...
... the ...
... the ...

Feb. 189 4 Mar 5 6 Mar 24, 5

... the ...

6. Dec 18, 1906

I have been thinking of writing to you for some time but have been so busy that I could not find time. I have been thinking of writing to you for some time but have been so busy that I could not find time. I have been thinking of writing to you for some time but have been so busy that I could not find time.

1

1102

Всего 120

1800-1801

1870

Handwritten text, mostly illegible due to fading and bleed-through. Some words like "Ladies" and "Gentlemen" are faintly visible.

1. Ladies, 1818

Handwritten text, mostly illegible due to fading and bleed-through. Some words like "Gentlemen" and "Ladies" are faintly visible.

2. 1818

1818

Handwritten text, mostly illegible due to fading and bleed-through. Some words like "Ladies" and "Gentlemen" are faintly visible.

1818

r

Jan 29 1855 100 95 01
100 230 100 500 100 100 100

There is one case of the disease
which is the most common and
is the most dangerous. It is the
most common and is the most dangerous.

There is one case of the disease
which is the most common and
is the most dangerous. It is the
most common and is the most dangerous.

There is one case of the disease

There is one case of the disease
which is the most common and
is the most dangerous. It is the
most common and is the most dangerous.

There are many people who
the more we know of the world
the more we are inclined to
be content with our lot
and to be satisfied with our
share of the good things of life

It is a great blessing to be
content with our lot
and to be satisfied with our
share of the good things of life
for it is a great blessing to be
content with our lot
and to be satisfied with our
share of the good things of life
for it is a great blessing to be
content with our lot
and to be satisfied with our
share of the good things of life

The more we know of the world
the more we are inclined to
be content with our lot
and to be satisfied with our
share of the good things of life

Thin

7

1874

8 127

667

11

17

533 1850
1850 1850

...the ...
...the ...
...the ...
...the ...
...the ...

...68 ...
...the ...
...the ...
...the ...
...the ...

...the ...
...the ...
...the ...
...the ...
...the ...

...the ...
...the ...
...the ...
...the ...
...the ...

The The character
of of cows which
... ..
... ..
... ..
... ..

- b7S

198

^{Notes}
The husband can maintain trover for
goods stolen from his wife before
marriage 2 Levin 107

The distinction of actions.

They are ~~two~~ ^{divided} founded in torts or
contracts. Those in torts are trespass
with force or without it. The first
is included in trespass vi et armis,
and ~~the second~~ ^{the second} as they originally stood of
claim in direct action. But by 1st
if an indirect injury arises from a
tort which can't be remedied by the old
action on the case, then there shall be a
new and sufficient action on the case
so as to indemnify for the injury by
recompensing on the injury itself as the
case demanded. This principle
was at last extended to all cases arising
from contracts or ^{breaches} resulting
by debt cover part and account. This
too is an action on the case and case

An action on a contract to pay a
certain sum by several installments
judged as he recovered by force of law
for the whole sum, it is ^{not} necessary
after a verdict to pay the first instal-
ments, but execution will be granted
only as the actual damages accrue.

In Eng. Law will now in all cases com-
pensate fully in the nature of damages
and give it, but if it is too great, Ch. will
interpose and chancery down the
penalty.

In Chancery, Law by Statute is empowered to
chancery down a penalty if his loss
exceeds, but the Statute empowers it, if
greater damages than the penalty
have no greater than the penalty can
give

2d edit 130

There is much confusion in the books con-
cerning the validity of a voluntary
contract is one without a consideration.
where there has been a misfeasance
& its invalidity where there is but a
nonfeasance. But I apprehend
there is no more ^a contract in one
case than in the other & that an ac-
tion on the case for the misfeasance
is for what is done & not for what is
not done ^{only} can be sustained. The con-
tract whether begun to be performed or
not is by the very action of assumpsit
in any other action precluded. The
defendant appears only to be executing
clearly a part performance is no more the
performance of an entire contract
than is performance attachable. But
if the contract is executory it is a mis-
feasance per se. To be sure in Bail-
ments or in any thing else where some
thing is to be done to a personal

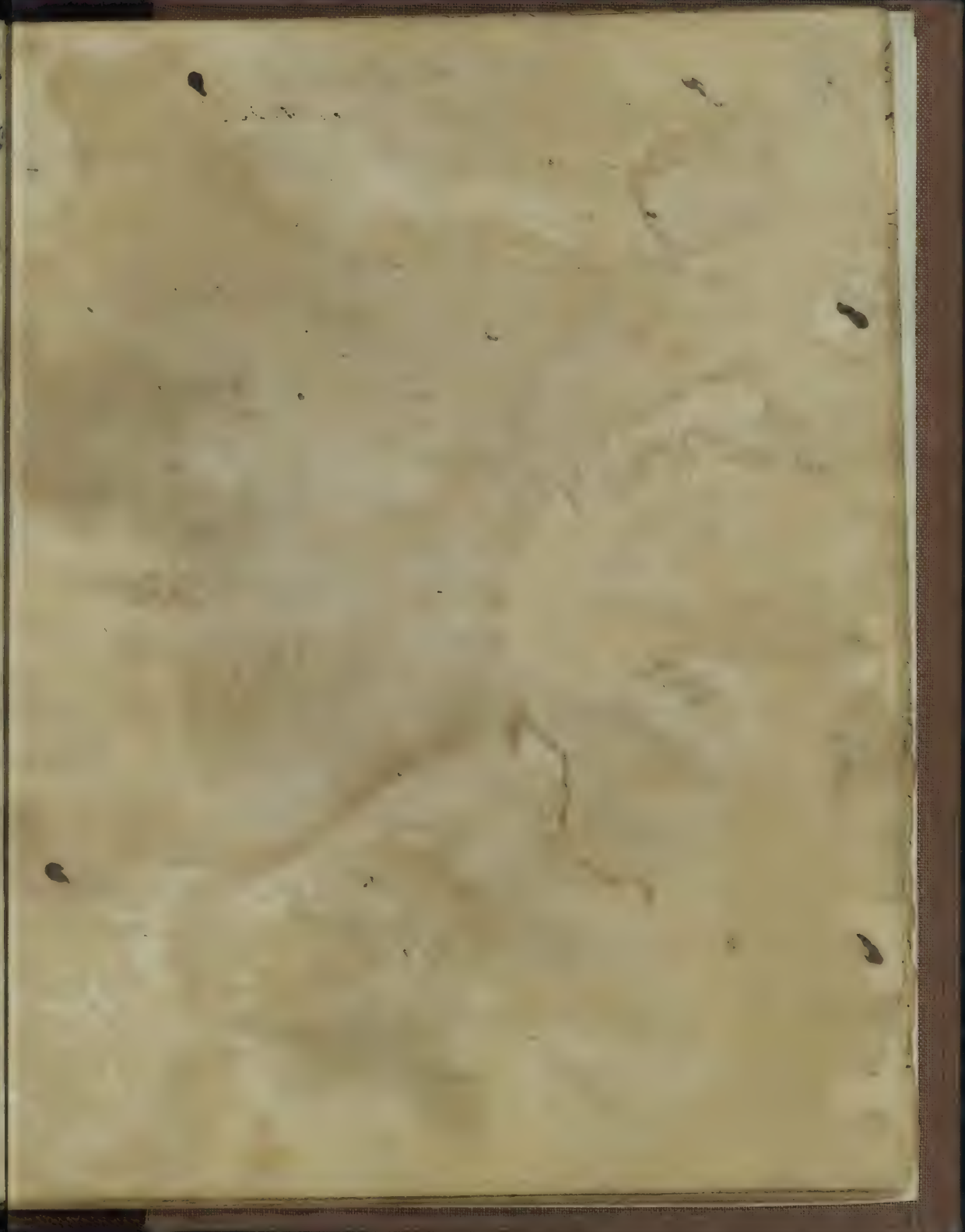
and that article is delivered and
for ^{that} purpose, the delivery constitutes
a consideration & thus here assumpsit
will lie for non performance or per-
haps for what has been done. But
with this exception of personal property
a gratuitous contract legum or not
legum is void, for it is completely execut-
ed since the contract is entire. That the
contract is equally executory in case of
breach is non fraudance is evident from
this, that the Dft is liable ^{in an action on contract} for not action
a posse - and cannot be given in evi-
dence of breach of the contract. The dan-
ages must be recovered ex nomine for non
action, & whatever is the misfeasance
rather malfeasance. It can in no case
on the promise or contract be taken
advantage of only as non performance
for damages are to be recovered in
every action on a contract, for what is
not done & not what is done.

to illustrate the above observations
suppose A engages to carry a personal
article for me but it is not then delivered,
the afterwards won't take it. he is not
liable for there being no delivery there is
no consideration. But had it been de-
livered, the contract is good, & it is liable
in A's case for not doing or B's case for doing
in the latter case setting aside the con-
tract except merely to prove liberty to ^{take} ~~take up~~
the property & not case would lie.

suppose A engages to repair a house, dig
a ditch or build a wall — but does nothing.
A is not liable. for as there can be no de-
livery except of personal property where the
thing is ^{intended} to be worked upon, there is
no consideration here. nor is there any more
consideration in case of part performances or
detrahams as it is called for there can have
no delivery, hence the contract is void.
But there being something wrong done
there, a maltraham, and the contract
being void, the wrong can be recovered for
in Case — Therefore the action

It is in the case of Bailments, for as
far as the case is concerned - ex delicto
has it is pt 62, & Dum & East 142

In Contract you don't recover ^{for} the injury
arising from what the Deft has done, but
your ^{for} what he has not done -



at the time of the injury
Bare Possession of property either real or
personal is sufficient to sustain trespass
for in a trespass action only.

16th & 49

1 Chit on P 175, 2 S & P 1227

12th 18, Cro Jam 123, 11 East 70

The man receives any negotiable instrument
in good faith, for valuable considera-
tion, tho the instrument has been before
a court, he will hold it. And it is for the
benefit of the debt and give no consid-
eration, possession is prima facie evidence
of good faith possession. A banker may
use any note of his principal's bank in
his business endorsed — 2 Camp R 5, 1038 P
100, 116, 2 S & P note 1277, ^{W. G.} are the same

as above

It is said that a Tailor may sell on usual credit, goods generally sold on credit
if no contrary instructions are given.
Liversmore 6, 2d Set C & 29, note

contra

In some cases if one man pays money for
another merely from a moral consideration
he can recover it of him for whom he paid
it
Liversmore 225

If a man's wife elope from her husband without
any reasonable cause, he is not liable for her
necessaries tho' she is trusted without notice
of the elopement 1 Polk & Eg note 114

Tho' a feme covert cannot make alone a deed of her real
property in reversion, still she can bind herself com-
mitting it by a covenant 1 Polk & Eg note 105

If unlawful interest is received, the before the
Principle is returned, tis usury

Ord on 11-178, Hills Rep

Where in a submission to arbitrators, (they if
they cant agree may appoint an umpire,
the Umpire may be appointed at any
time, & until the Arbitrators retain their
power till the expiration of the set time

2^d Rep 648,

Trye on 16-17-

But whether the Umpire can make an
umpirage before the expiration of the
the arbitrators time, is questionable

The same author

The submission to arbitrators is voluntary unless
the law has performed his part, Chance must
prevail - it is. but if it was a rule of Court
& not to go some collateral thing it will

Trye 219

A voluntary award for things that don't go
honor on the face of it, such is as fraud
can be taken advantage of only in equity.
See in law would be taking the benefit by
mispriss. Hyde 236 -

Moral consideration is sufficient for a sub-
sequent promise, except where that moral con-
sideration once was a legal duty to the state
has now taken away more the remedy. The
contract of an infant is void, till he is 21
& aside. Lawson R. 54. 3 B & P 251 & c.

that a person may confess still claim the privilege
of the 5th - R. 100 -

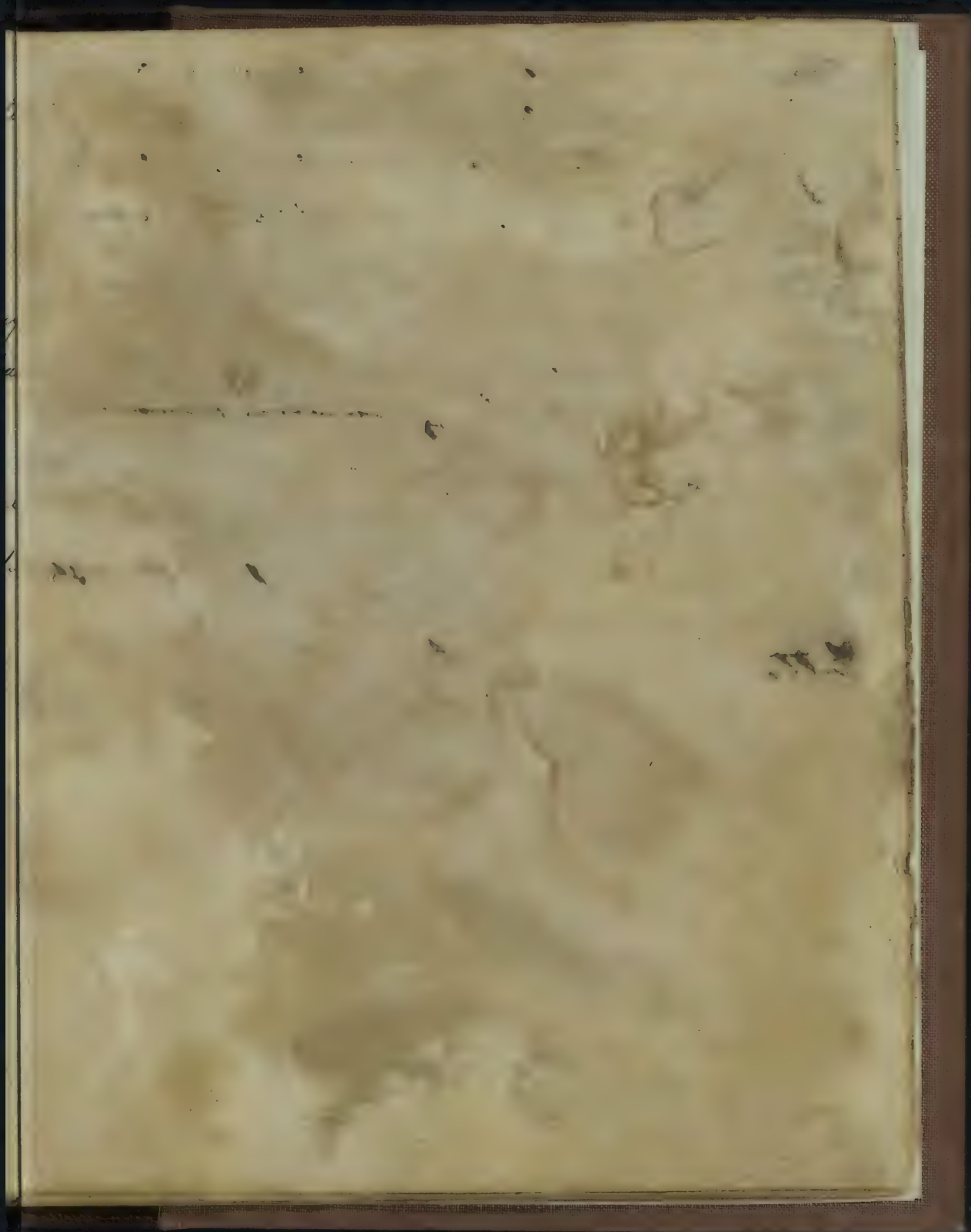
In a criminal prosecution ~~may always~~
may always give his gen character in evidence
as the Public cannot go into an enquiry
his character except where the 5th first

Attempts to give it in, in his favor, and in a
civil suit there can be nothing said about character
unless where the character is directly in issue

Macnally 320-

Trustees and Executors are not liable for money
received by each other, but only for that they have
received himself - the 1st receipt - he joint
1 Crus Dig 550-

If a trustee purchases the property, the best
you trust, can if he appears in a reasonable
time have it rescinded if Chancery can see
there is any reason for it.
1 Crus Dig 554



attempts to give it in, in his favour and in
a civil suit there can be no
partly he can't say about character, and
in those cases where the character has come
directly in issue *Naturally to 320 & onward*

Venue in transitory actions is more
matter of form in Eng. & in ~~the country~~
Parsons says in a Rep. (so I suppose in C.
It is not even matter of form but of
long usage — *5 Chap 94 — Law of pt 324*

Diff. as to venue in transitory actions
Same chit.

Questions discussed with E Goodrich

Before Ch Goodrich 2nd suit

Is more forbearance of a good consideration
for a new promise & can the validity of the
first be enquired into in a suit on the
second - It is ~~not~~ because

1st by the illegality and the many evils and
impossibility of enquiring into the facts of
the old and collateral contract. 2nd The

defendant shall be estopped by reason of his former
confession, from proving that the contract
was invalid or that the forbearance

was of no value to him 3rd The forbearance

is not the former obligation is the con-

sideration Toller 264, Powell & 316, 1 Com 613

2 B. 284, Laws 68, 432, 37, 644, 2 B. 426

41 52, 68, 69

Can the enquiry can be made

Can a third person interested in a con-

tract sue on it? No - Because 1st from

the nature the object and the receipt of

consideration 2nd The third person is a

stranger to it - 16 Alt 3, 1 Cr. Dig 477, 482

3 B. 101

I Can a Person confess a parole contract
and still claim the privilege of the Statute

~~4th~~ 1st No -

1st The Statute was made to regulate
evidence, to exclude every possibility of fraud
perjury - 2nd The Statute was made only
to protect the Deft from the perjury of others
& not from his own perjury, because
there was no reason for the Legislature
to protect the Deft from his own perjury &
then more than in every case in Chancery
some other construction must be
put on the Act & Chancery universally discards
the idea that the Deft perjures himself in
his confessions, hence (this general rule can
be only abridged by a preponderance of authority)

3rd There is no reason here for the application
of the Act, hence it does not apply - Prob 7160
Cammel 270. Font 169. Price in Ch 219. 3 Atk 44 Cruise
1103 - 2 Swift 214. Comes Lintner, Real Property 313 Amble
198 - Indeed he cannot

4th Quest -

If the Plff has rendered services or done work
for the Deft prevents the Plff from coming

caution. for the object of the first
is different in fact & from that
in the second, & obligation to a com-
mitter directly, no rule of damages v B. but
the real or supposed invalidity of Law will
determine what injury & has caused it.

Day 24, 18amp 277. 3 Ex 208

1. Can a stranger to a contract who is interested
in it sue upon it - No -

1st If the stranger can know at all it is only by
a court of 24 -

2. A contract to be binding must be mutual
in its obligations & there is no con-
sideration, unless in this case. The inter-
mediate person acts as agent, now if he is agent,
it is by operation of law merely. But he is an
agent for 1st the consideration moves from the
promisee personally, nor is the stranger res-
ponsible to promisee for it & The stranger
is not bound as promisee in this case.

But it is said the consideration may move
from the promisee & because the benefit of

at the another - and thus would be
binding a chose since the promise is
the foundation of the obligation.
1st at 661, Bow & 353, 16 Wit 3. - E. Darsell, R. Ford
Rome 171. Thuring 237. 6th Nov 1867. Dec 1867
Decided in case - 16th Nov 1867. 1st at 45, Darsell & 88, 7. C. 36. 9th Nov 1867
12th Nov 1867. In another case 1837, 31st Nov 62 26th Nov 1867. 1st at 44

21st Dec 1867 are foreigners at the time of con-
tracting the contract is not made in the
foreigner to any contract country but
there own in which they now live
It goes into another country for the 1st
time see him! Yes

This question depends only on the laws
and usages of nations. There is an obli-
gation attaches to the 1st wherever he
goes, the 1st ought clearly to have a
right to pursue him wherever he
can be found - The objection is that
the 1st owes no obligations to the
foreign country & can of that country
and nothing as a right. I admit
he can demand nothing as a right

of virtue of the compact for there is no
compact of Government, the Act is a fore-
er, but the refugees ought not to be
treated if the Government will protect
their property it ought to grant the same
in the use of its laws it not let the foreign
come and take the property or person of the
refugee — 2 Root of Thirly 28, 1600y Fe 168.
Case of R 176. 3 - Mass 28, 1 Stg 654

Second instance requires this should be
law of nations, but the question is unsettled & de-
pends on the actual reciprocity of nations

As a branch of the law, it being settled in
the United States to add to the paying there for
any person on the Bankers his notes payable
in full and the holders immediately in-
fession and binds and all the of the
Bankers get without any reservation
Bankers pay to the notes in the United States
and the Bankers of the Bankers

time & space for answer of the
Court?

In this place I contend that the buying
is not a present consideration, & that
the covenant to sell is independent
as that which is to be done is not
in regard to, this land immediately
vested in B & hence not being looked
for future as in the case of mortgage
- Ch may then relieve - 1 Chit 8318;

2. Black 1312, Wiles 148. *Sho 2d* - 124189.
Vide *Saur* 112 & condition 113. *Sho 4* 41

I contend that Ch (even if this is not
independent covenant) may grant
relief against a present consideration
in this case - Yet appears the
legal title has been retained only for a
moment - That the contract was not
made by the parties not in con-
sideration of a proposition of sale, but
an actual delivery of the title only
for security, why will not the court
relieve on the intention of the parties

where there is a power, as well as
there is a subsequent ^{condition}. Because, their
power is not absolute, but is subject to
the will of the Legislature, but only conditionally
binding himself - but this
is in their case shown, at 3 B. in the
case that is an absolute right
that the legal title might be kept for
himself - being his absolutely a mortgage
contract even in word, call, for
Crown with him, as yet when law won't give him any

1 Root 371, 2 do 284, 418, 1 B. 042
1 Root 169
Divided in favour of the Petitioner Aug 27, 1791
1 B. 466, 1 B. 466

1 B. 466, 1 B. 466
1 B. 466, 1 B. 466
1 B. 466, 1 B. 466

1 B. 466, 1 B. 466
1 B. 466, 1 B. 466
1 B. 466, 1 B. 466

1 B. 466, 1 B. 466
1 B. 466, 1 B. 466
1 B. 466, 1 B. 466

62

Q^d liability is an injury
The voluntary assumption of liability
consideration for a contract, but the
law as it is, this is a fact. That it
may be an injury — but law as it is
under a contract of assumption of liability
on the principle of fact & law. But the
law is liable.

[illegible][illegible]

I have to go goods in the found when
belong to the list over the
to the B. and C. owner

I have to go goods in the found when
belong to the list over the
to the B. and C. owner
442. 442. 442.

I have to go goods in the found when
belong to the list over the
to the B. and C. owner
442. 442. 442.

I have to go goods in the found when
belong to the list over the
to the B. and C. owner
442. 442. 442.

James G. Thompson
1854

26 Camp 333.4. -
 is not out yet that a 4th fault. It
 all seems a good winter for the
 season. You have the water gauge
 is required about in a 100 ft. to

[illegible][illegible]

4. My should have been advanced, it is
is different, according to its value, it
has been injured by the non-performance
for that he says, "In most of the cases, it
at an early stage in the first suit for
wrong to quantify, when you are
it could have been made an enquiry as to the
value, then the value is on one side
not for whom the suit is formed, in the
as been done, not on the contract, for the
of the first suit, you have to pay the
to the 1st, as he could not sue on the
contract, having a party performance, he
not, he may sue for what is his interest,
this is the rule of damages, what is the price
of the 1st, then in the suit, the
address the controversy between the
Harrison, 1st, 12, 190, contra 1, May 10, 1

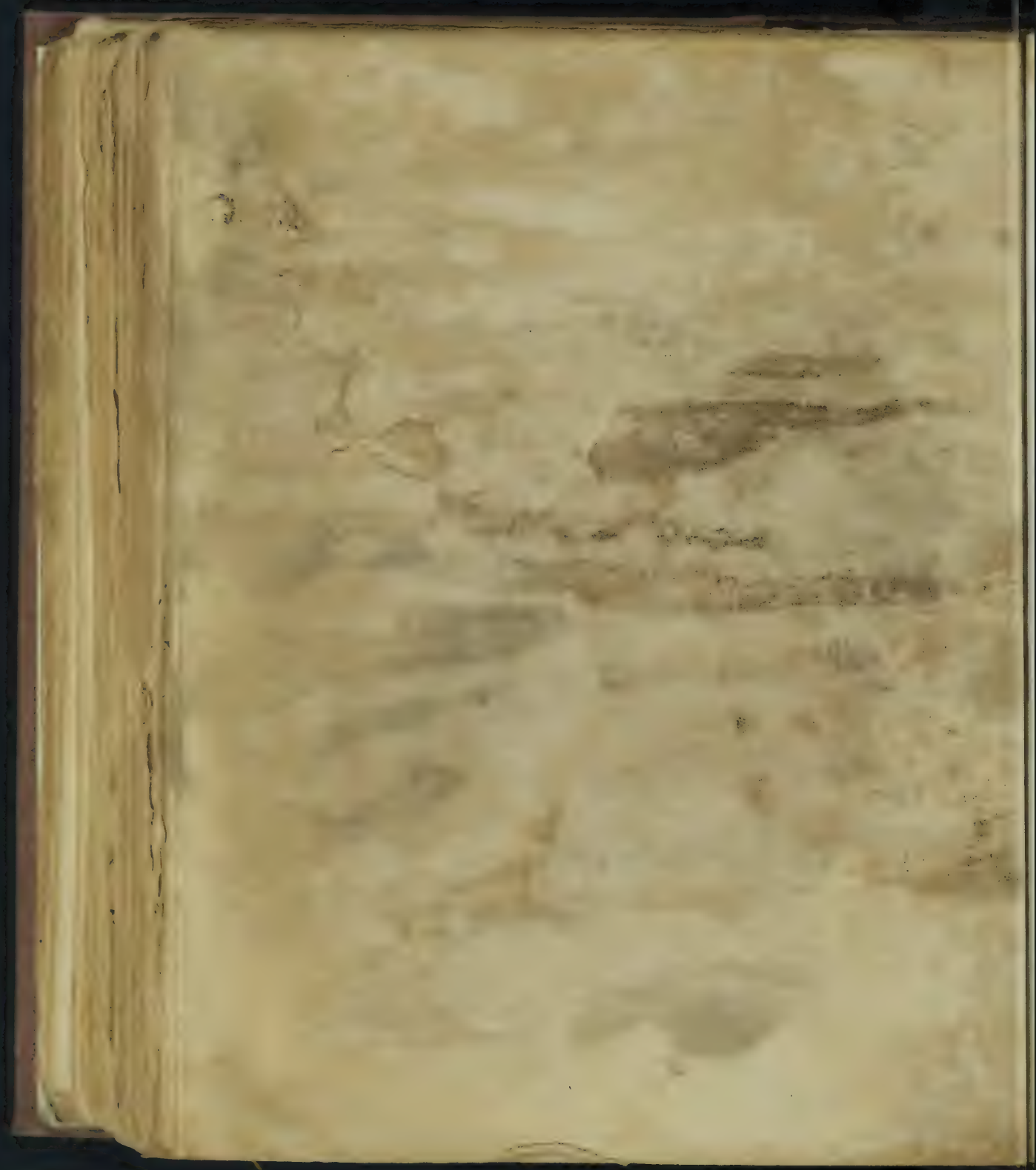
2001 - on Des Moines, Iowa, X

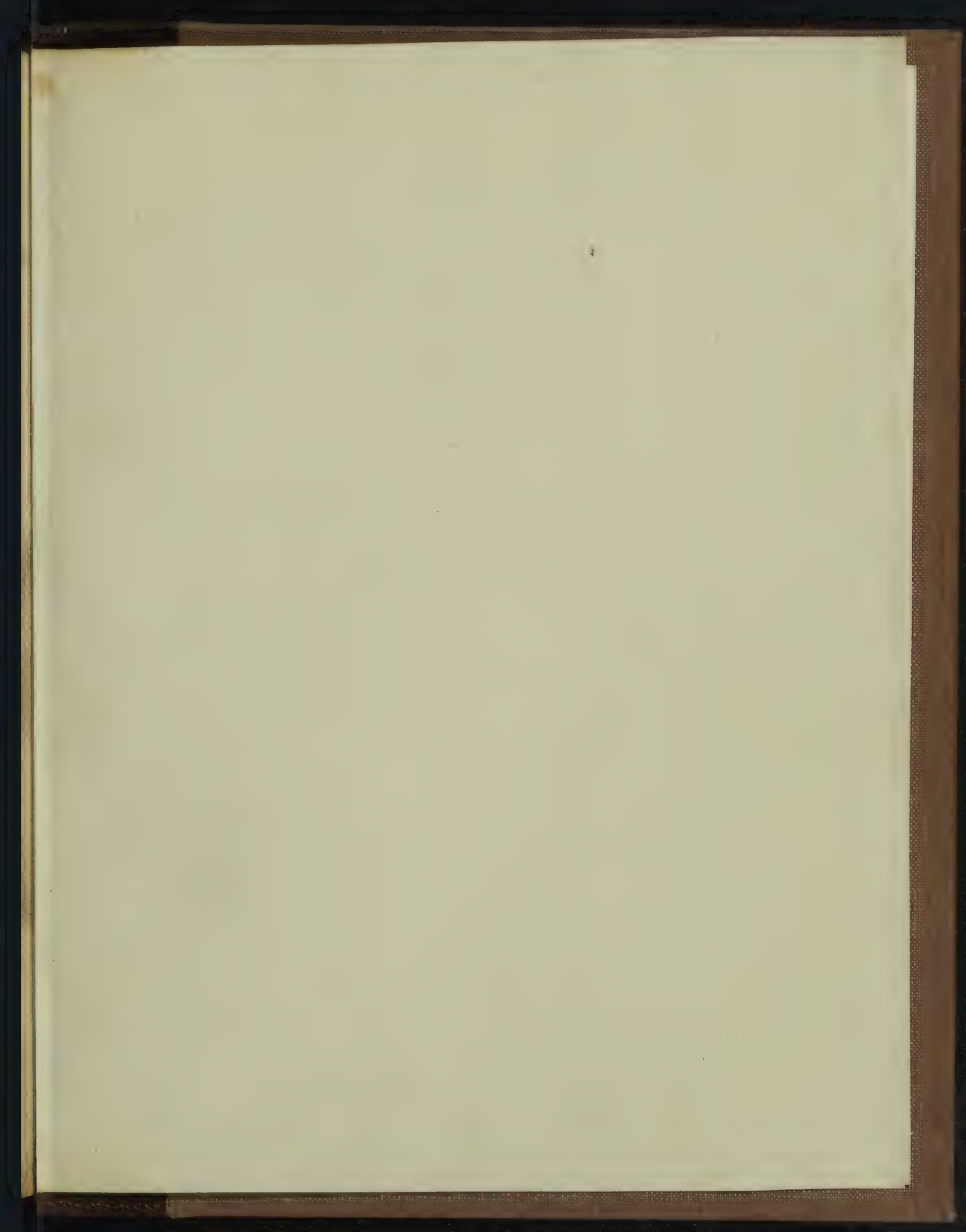
I have thought from the handwriting of the
 non-union paper, written in 1840, and
 the same one, or that it was close by and, and

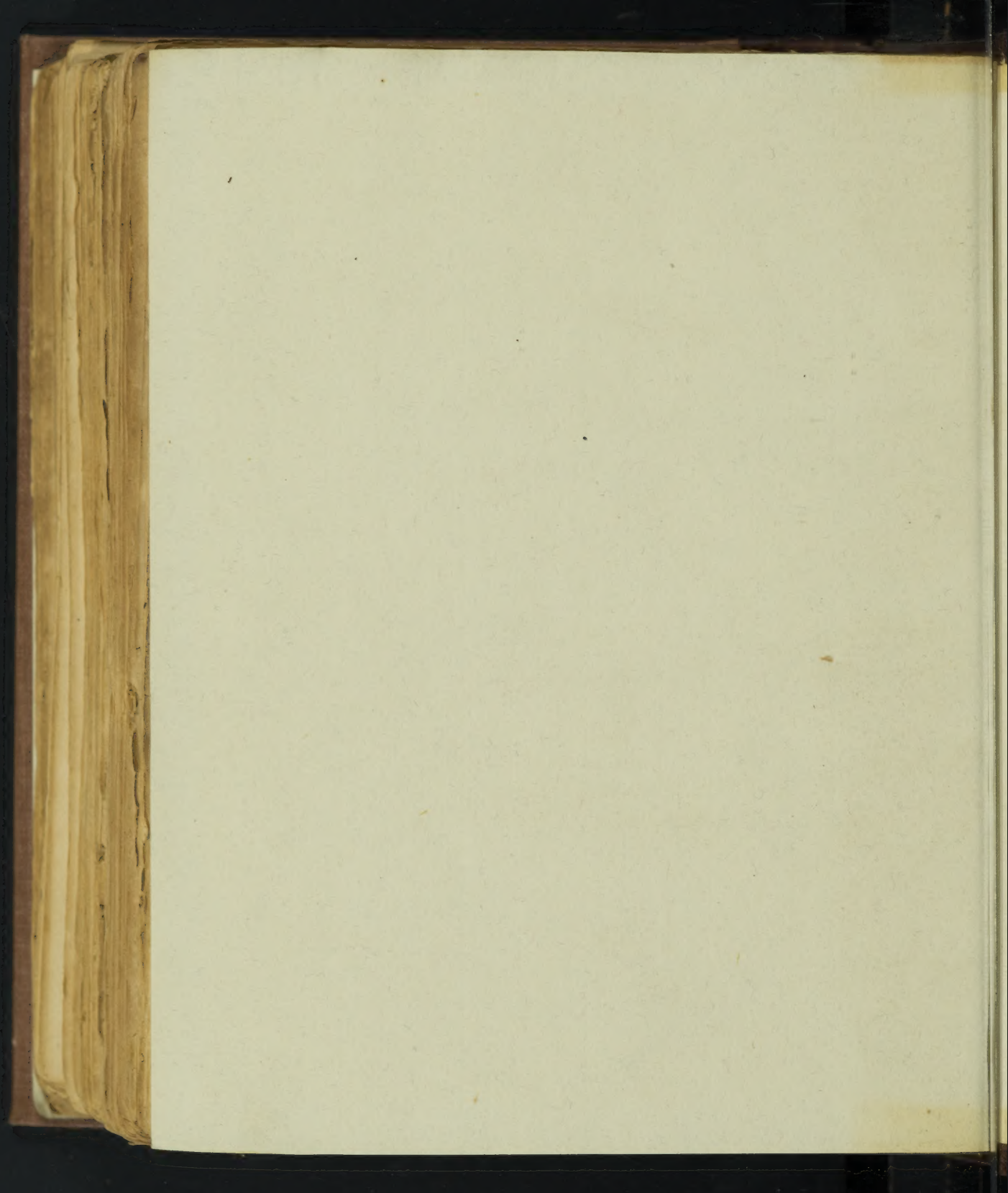
depends. The action is a quantum meruit
for the special contract & if as the above
article can be & of course is settled in
favor of the plaintiff. If the Court view is there also
of what the thing delivered is worth at the
time of delivery settled. 12 C. 100. 400.

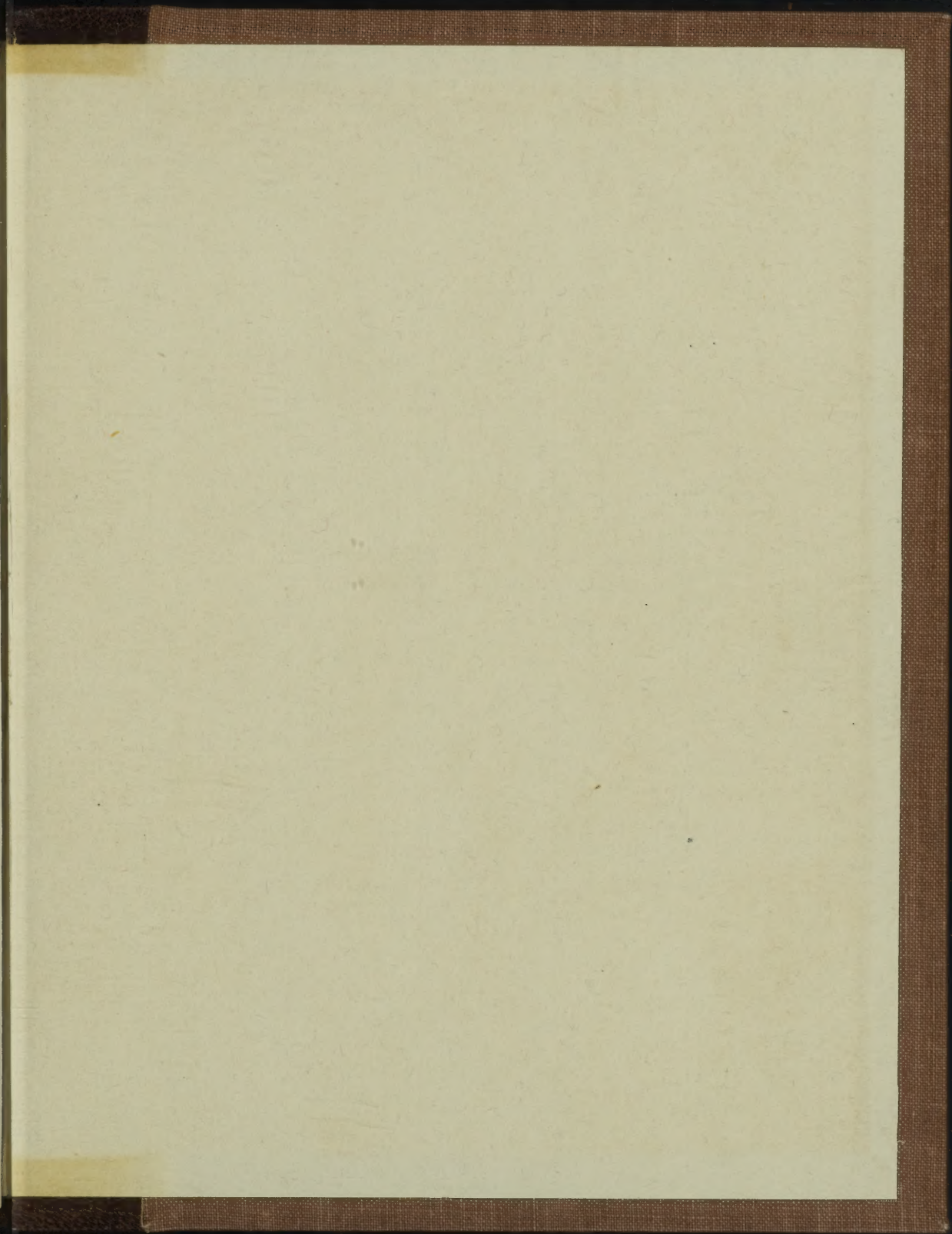
16 Jan 37, 8⁰⁰ - 483.9 g hr 177. 4 day 275. 11⁰⁰ - 484.9
D. de in 137. hr 187. That where notes are given
may be the enquiry between the two
of the at also parole.

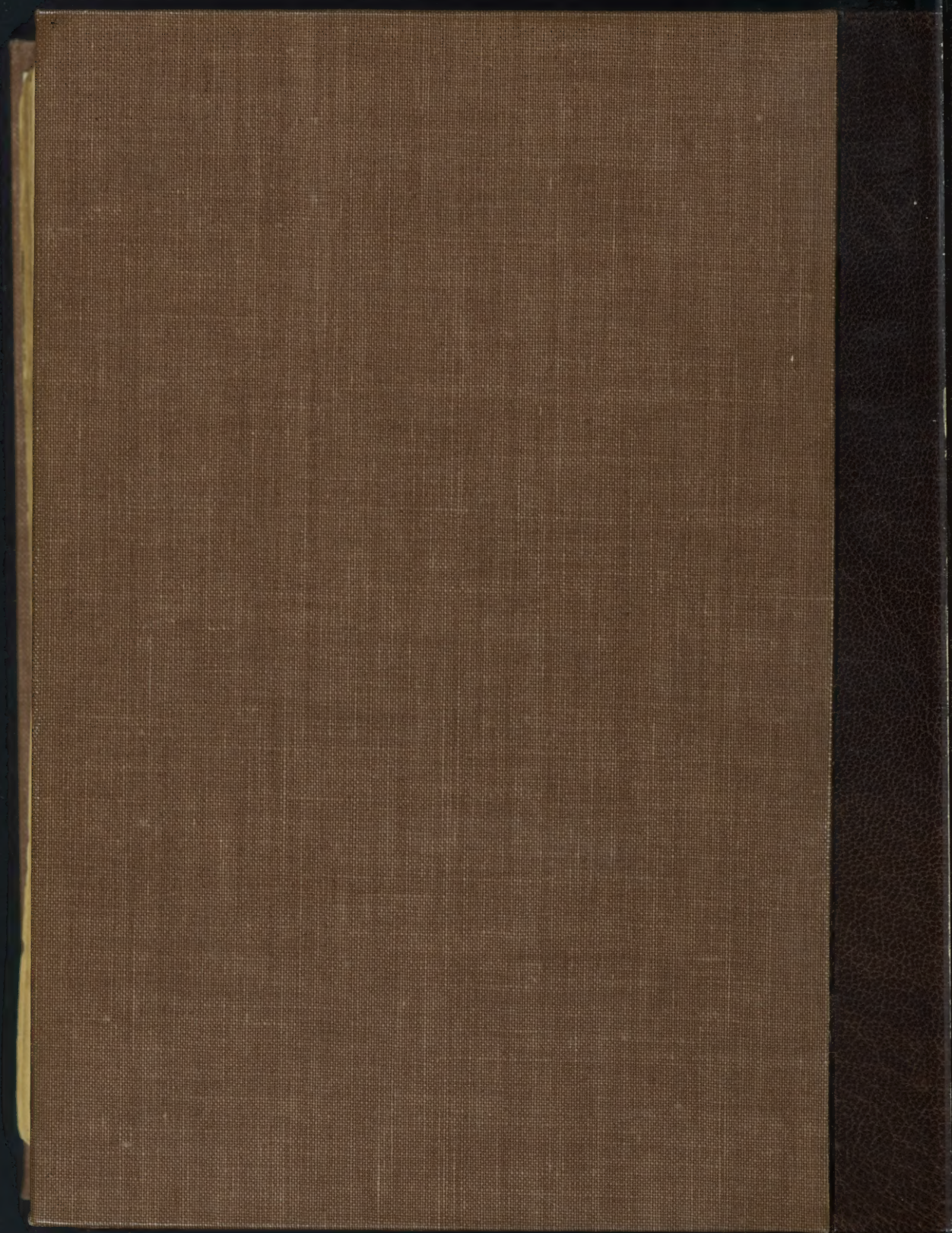












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